

Article 1: Definitions

Client:	JCDecaux Nederland B.V., which has its registered office at Barbara Strozilaan 374, 1083 HN Amsterdam and is entered in the Trade Register of the Chamber of Commerce under number 33045753. JCDecaux is a registered brand name.
Supplier:	the Other Party of the Client.
Delivery:	the supply or delivery of a Product or Service in accordance with the requirements specified in the Agreement.
Service:	the work or performances to be performed or rendered by the Supplier for the Client in accordance with the Agreement.
Product:	the movable item or goods to be delivered by the Supplier for the Client in accordance with the Agreement.
Offer:	a proposal made by the Supplier to the Client.
Request for Offer:	a request by the Client for an Offer to be made for a Delivery.
Agreement:	the written arrangements between the Client and Supplier based on which a Delivery must be made and to which the Purchasing Conditions apply.
DDP:	DDP = Delivery Duty Paid. The delivery of the Product to the required location, including the loading or unloading of the Product under cover of transport insurance up to and including its offloading or unloading on location, as referred to in the latest version of the Incoterms of the International Chamber of Commerce.
Purchase Order:	the Client's written order confirmation, which is not issued on a pro forma basis, to which the Purchasing Conditions apply and to which the Client allocates a purchase order number.
Purchasing Conditions:	the Purchasing Conditions 2015 for Deliveries to the Client.

Article 2: Applicability

- 2.1 The Purchasing Conditions apply, to the express exclusion of the Supplier's conditions of sale or delivery, to all Requests for Offers and Agreements relating to Deliveries and Services issued by the Client, all Offers made by the Supplier to the Client, and every Agreement under which a Supplier renders performances to the Client.
- 2.2 Variations from these Purchasing Conditions are valid only if they have been expressly agreed in writing between the Supplier and the Client.
- 2.3 These Purchasing Conditions apply with effect from 14 July 2015 and replace all of the Client's previous Purchasing Conditions.

Article 3: Conclusion & Validity

- 3.1 The Agreement is concluded when the Client accepts an Offer from the Supplier by means of a written Purchase Order. Oral agreements are excluded.
- 3.2 The price stated in the Offer is fixed and is deemed to include all costs that are necessary to deliver the Service or Product to the place and on the date specified by the Client, with the exception of the VAT due on the price.
- 3.3 Costs arising from drawing up and making an Offer are payable by the Supplier.
 - a. Costs associated with the Offer and any required samples are payable by the Supplier.
 - b. Any documentation and samples received with the Offer will not be returned by the Client.
- 3.4 The Client may terminate an Agreement for Products and Services that is entered into the Supplier at any time in writing before its term and without providing reasons, subject to a one-month notice period.

- 3.5 An Offer made by the Supplier serves as an irrevocable proposal with regard to the stated price, quantity and delivery period.
- 3.6 The Supplier must explicitly state in its offer whether it makes use of subcontractors and, if so, indicate which subcontractors it uses.

Article 4: Product Delivery

- 4.1 The Supplier makes Deliveries DDP at the agreed location and on the agreed date.
- 4.2 Ownership of the delivered Products passes to the Client on the approval and acceptance of the Delivery by the Client.
- 4.3 Products must be delivered with all available documentation intended for their proper inspection, use and maintenance, unless these are waived, as well as any quality marks or certificates.
- 4.4 The Supplier must repair or replace Products that are damaged or lost due to or during the transport, at its own expense, at the option of the Client.
- 4.5 The Supplier undertakes to accept returnable packaging material. Returnable packaging material is returned at the Supplier's expense and risk.
- 4.6 Deliveries that vary from the Agreement are permitted only with the Client's prior written consent.
- 4.7 The Client is entitled to postpone the Delivery. If the Supplier requests the postponement of the Delivery, the Supplier must store, secure and insure the Delivery at its own expense, properly packaged, separated and identifiable to the Client.
- 4.8 Partial deliveries are not permitted without the Client's prior written consent.

Article 5: Service Delivery

- 5.1 The Supplier makes Deliveries at the agreed location and on the agreed date.
- 5.2 Delivery is deemed to be complete only if it has been demonstrably accepted by the Client at the location specified by the Client and on the agreed date.
- 5.3 The Client is entitled to postpone the date of the Delivery.
- 5.4 The Supplier is not entitled to perform the work in parts, unless this has been agreed in writing beforehand with the Client.
- 5.5 The performance of work by the Supplier does not mean that the Client accepts the result of the work.
- 5.6 The Supplier may use the services of third parties during the performance of the Agreement only after the Client gives its prior written consent. The Client will not withhold this consent on unreasonable grounds. The Client is entitled to attach conditions to its consent. Consent granted by the Client has no effect on the Supplier's responsibility and liability to comply with its obligations under the Agreement or its obligations as an employer under tax and social security legislation. Consent given by the Client is on a case-by-case basis, unless the Client and the Supplier agree otherwise in writing.

Article 6: Delivery Period

- 6.1 The agreed delivery periods are strict deadlines.
- 6.2 If the Supplier does not comply with the provisions of paragraph 1, the Client will be entitled, without any notice of default and/or judicial intervention and notwithstanding its other rights, to terminate the Agreement in its entirety or in respect of the part that is not delivered on time and to have the work performed or delivery carried out by a third party at the Supplier's expense.
- 6.3 As soon as circumstances arise or can be foreseen that prevent or will prevent the Supplier from being able to comply with its obligations under paragraph 1 of this article, it must give the Client immediate written notice of this fact, stating the nature of the circumstances and the probable duration of the delay, failing which it will not subsequently be able to rely on these circumstances. The Supplier will thus be unable to rely on force majeure if it has not complied with this obligation.
- 6.4 Postponement of a Delivery as referred to in the previous paragraph of this article will never entitle the Supplier to increase the agreed price.

Article 7: Checks and Acceptance

- 7.1 The Client and/or the persons or agencies that it designates for this purpose is/are entitled at any time before Delivery or completion of the Product or Service to inspect, reinspect, audit, check and/or test the Product or Service. The Client must cooperate fully in the aforementioned inspection, re-inspection, audit, check or testing.
- 7.2 The Supplier must provide the equipment and support needed for the checks free of charge, all insofar as this can reasonably be expected of the Supplier.
- 7.3 If all or part of the Product or the results of the Service are rejected during the inspection, re-inspection, audit, check or testing prior to Delivery or completion, the Client must immediately notify the Supplier in writing after this determination.
- 7.4 If the Client rejects the Product or results of the Service to be delivered, the Supplier will be obliged, notwithstanding all of the Client's other rights or claims, to present the missing, repaired or replaced Product or results of the Service for a new inspection, audit, check and/or testing without delay, and at its own expense and risk, to the Client.
- 7.5 If the Product or results of the Service are rejected, the agreed Delivery date remains applicable.
- 7.6 Checks made by or on behalf of the Client never constitute acceptance of the Delivery by the Client.
- 7.7 Inspection, re-inspection, checks and/or testing by or on the instructions of the Client, or the omission thereof, do not release the Supplier from any obligation or liability.
- 7.8 If the delivered Products or Services do not comply with the warranties given in Article 9, the Supplier must, within a reasonable time, adopt all reasonable measures, perform work and arrange for alternatives so as to make the Products or Services conform to the Agreement. If the Supplier does not comply with its obligation in this regard, the Client will be entitled, at the Supplier's expense and risk, to adopt (or have a third party adopt) all necessary measures and to perform (or have a third party perform) work so as to make the Products or Services conform to the Agreement.

Article 8: Damage and Liability

- 8.1 The Supplier is liable for all damage that directly or indirectly arises from or relates to the performance of the Agreement and that is suffered by the Client and/or its personnel. This includes damage caused by a defect in a Product or Service delivered on the basis of the Agreement.
- 8.2 The Supplier indemnifies and must hold the Client harmless against third-party claims for the compensation of damage that directly or indirectly arises from or relates to the performance of the Agreement, if the damage is attributable to the Supplier or is its risk according to generally accepted legal principles.
- 8.3 The Supplier is and must keep itself adequately insured during the performance of the Agreement against professional and/or business liability, as well as other applicable forms of liability. The Supplier must submit the policy terms and conditions to the Client on request.

Article 9: Warranties

- 9.1 The Supplier warrants that the Delivery is fit for its intended purpose and that the quality of the Delivery at least complies with the agreed specifications or that the Product possesses the qualities that the Client may reasonably expect.
- 9.2 If reference is made in the Agreement to technical, safety and/or other rules, the Supplier is deemed to be familiar with these rules, unless it immediately notifies the Client to the contrary in writing. The Client must then give the Supplier further information about these rules.
- 9.3 The Supplier warrants to the Client that the Client will have free and undisturbed use of the delivered Products. The Supplier indemnifies the Client against the consequences of third-party claims based on the infringement of their intellectual and/or industrial property.

Article 10: Force majeure

- 10.1 If force majeure as referred to in Section 75, Book 6 of the Dutch Civil Code occurs, the performance of the Agreement will be fully or partially suspended for the duration of the force majeure period. The Supplier may rely on force majeure only if it notifies the Client of its reliance on it as soon as possible, although no later than when it should have rendered its performance, and submits supporting documents.
- 10.2 If the Supplier is permanently unable to perform because of force majeure, or if the force majeure period has lasted for 14 calendar days or it is foreseeable that it will last for at least 14 calendar days, the Client will be entitled to terminate the Agreement by means of a registered letter with immediate effect and without judicial intervention.
- 10.3 Force majeure does not include a shortage of personnel at the Supplier or at the third parties that it hires, strikes, attributable breach by the third parties that the Supplier hires, delayed Delivery, the failure of materials and/or liquidity or solvency problems at the Supplier.

Article 11: Vicarious tax liability

- 11.1 The Supplier is responsible for complying with its obligations under tax and social security legislation. If the Client so requests, the Supplier is obliged to satisfactorily demonstrate that it has paid the turnover tax, payroll tax and social security contributions that are due.
- 11.2 The Client is entitled, without being liable to pay any compensation to the Supplier, to terminate the Agreement with immediate effect and without judicial intervention, if the Supplier and/or the third parties that it hires are in arrears with the payment of turnover tax, payroll tax and social security contributions, notwithstanding all of the Client's further rights, including the right to compensation.
- 11.3 Notwithstanding the above provisions, the Client is at all times entitled to withhold the social security contributions and payroll tax including national insurance contributions from the contract sum (prices) and to pay these, on the Supplier's behalf, directly to the relevant industrial insurance board or tax department.
- 11.4 In cases as referred to in the previous paragraph of this article, the Client is discharged of its payment obligation towards the Supplier as far as these amounts are concerned.
- 11.5 The Supplier indemnifies the Client against every claim from any competent authority for the payment of payroll tax and social security contributions by the Supplier or its subcontractors, all as referred to in Section 35 of the Dutch Collection of State Taxes Act 1990.

Article 12: Health, safety and the environment

- 12.1 The Supplier and its employees, as well as the third parties it hires, must comply strictly with all health, safety and environmental rules, including those arising from law and the applicable Safety, Health and Environment Checklist for Contractors (VCA/SCC), ISO14001, OHSAS 18001 regulations or their equivalent.
- 12.2 The Supplier must pro-actively keep the Client aware of new laws and regulations that apply to the Products or Services that it delivers.
- 12.3 The Supplier and the third parties that it hires must perform the assigned work with due observance of the rules and requirements that apply in the area of working conditions, safety and the environment in and around the workplace. Where applicable, environmentally less harmful products must be used in the performance of the work.
- 12.4 The Supplier and the third parties that it hires must immediately and precisely follow the directions and working instructions given by or on behalf of the Client in relation to working conditions and safety in and around the workplace, as well as any such directions and instructions given by the Occupational Health and Safety Service, the Social Affairs and Employment Inspectorate and any external consultants hired by the Client.
- 12.5 The operational personnel of the Supplier on location, and the third parties it hires, must at least be in possession of a 'Basic Safety VCA/SCC' diploma, certificate or attestation. All operational managers must be in possession of a 'Safety for Operational Managers VCA/SCC' diploma, certificate or attestation.

- 12.6 Depending on the Contract and the work to be performed, the Supplier must be in possession of a valid ISO 14001 certificate and/or a VCA*/SCC*, VCA**/SCC* or equivalent certification, the latter at the Client's sole discretion. Firm arrangements must be made demonstrably between the Client and Supplier regarding the specifics of the requirements set in this standard.
- 12.7 If the Supplier does not have a valid ISO 14001 certificate and/or a VCA*/SCC*, VCA**/SCC* or equivalent certification, firm and unambiguous arrangements must be made demonstrably between the Client and Supplier regarding the requirements set in this standard. Paragraphs 1-5 of this article must also be complied with at all times.
- 12.8 The Supplier must work exclusively with approved work equipment and personal protective equipment that complies with the stipulated health, safety and environmental requirements.
- 12.9 If safety and other arrangements are not observed, the Client reserves the right to impose sanctions on the Supplier, deny it access to the location(s) or terminate the Agreement.
- 12.10 At the Client's request, the Supplier must disclose its sustainability targets and also provide the Client with all requested information that shows the results obtained.
- 12.11 As part of the Client's policy in relation to health, safety and the environment, the Client may set further requirements after consultation with the Supplier for the Supplier's business operations and the Products and Services to be delivered by the Supplier to the Client.
- 12.12 The Supplier warrants that the Delivery will comply with all relevant statutory provisions on quality, health, safety and the environment.
- 12.13 The Products to be delivered will not be packed in packaging that could constitute a threat to health, safety, welfare or the environment according to the latest scientific knowledge at the time of the Delivery. Waste will be separated and sorted.
- 12.14 If the provisions of the previous paragraph in relation to packaging cannot be complied during the performance of the Agreement, the Supplier must give the Client prior written notice of this fact. The Client will then be entitled to return this packaging at the Supplier's expense or to have it processed at the Supplier's expense. This also applies if the Supplier has not complied with its obligation to notify.
- 12.15 The Supplier is familiar with the latest version of the Client's Ethical Code and must sign a declaration in which it confirms that it will perform the Agreement with due observance of this Code.
- 12.16 The Supplier is familiar with the latest version of the JCDecaux International Charter on Fundamental Social Values, will conform thereto and ensure that this Charter will always serve as a guideline for its conduct and actions.

Article 13: Prices

- 13.1 The prices stated in the Agreement are fixed, binding and valid for Delivery DDP at the agreed place and on the agreed date, and include all costs relating to the fulfilment of the Supplier's obligations, unless expressly agreed otherwise in writing.
- 13.2 Price alterations must be expressly agreed in writing. Alterations in wage costs, material prices, fees, taxes and costs of any sort during the term of the Agreement are not eligible for payment.
- 13.3 The Supplier may increase its prices due to additional work performed in relation to the Services only if the Client agreed in advance and in writing to the performance of this additional work.

Article 14: Payment

- 14.1 The Supplier must invoice the delivered and accepted Product or the performed and accepted Service at the agreed prices.
- 14.2 All invoices must include the Client's Purchase Order number and the Supplier's packing slip number.
- 14.3 Payment will be made within 45 days of receipt of the invoice, provided that the agreed Delivery is accepted and the invoice has been approved by the Client.
- 14.4 The Client will be entitled to suspend payment, without being obliged to pay statutory interest, if it establishes a breach in the performance of the Agreement by the Supplier.
- 14.5 The Client is entitled to deduct amounts that are owed to it by the Supplier from the invoice, without any further notice of set off.

- 14.6 If there is any subcontracting and/or temporary staffing within the meaning of the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, the wage cost component (gross wage) that is included in the invoice amount must be expressly specified on the invoice.
- 14.7 The Supplier may not/cannot infer from the payment of an invoice that the Client has unconditionally accepted the Delivery.

Article 15: Confidentiality

- 15.1 All information, in whatever form, that the Client and Supplier exchange or have already exchanged in connection with the possible or actual conclusion of an Agreement or during the Agreement, to which they have given each other access, or with which they are or will be confronted must be regarded as confidential by the Client and Supplier. This information is referred to as 'confidential information' below.
- a. The Supplier may not use, copy or save this confidential information for any purpose other than the purpose for which this information was provided to it.
- b. The Supplier moreover undertakes to ensure that only its employees who are involved in the possible or actual conclusion or performance of the agreement will have access to the confidential information.
- 15.2 The Supplier must keep the existence, nature and content of the Agreement, as well as other business information of and/or relating to the Client, confidential and not disclose any of it other than with the Client's prior written consent. The Supplier must impose the confidentiality referred to in this article on its employees and/or the third parties that are hired by or on its behalf.
- If the provisions of this article are contravened, the Supplier will forfeit an immediately due and payable penalty of €25,000.00 for each occurrence to the Client, notwithstanding the Client's right to full compensation on the basis of the provisions of Article 8, insofar as the damage suffered exceeds the forfeited penalty.

Article 16: Breach and early termination

- 16.1 The Client is entitled to suspend the further performance of the Agreement, or to fully or partially terminate the Agreement with immediate effect, without judicial intervention and without being obliged to pay any further compensation, notwithstanding all its other rights:
- a. if the Supplier fails to perform one of its obligations under this Agreement;
- b. if the Supplier petitions for or is granted a moratorium on the payment of debts;
- c. if the Supplier is declared insolvent, if its business is liquidated or in other cases in which its business ceases to exist;
- d. if the Supplier is placed under guardianship or administration;
- e. if the Client has any reasonable grounds on which to suspect that the Supplier will not comply with its obligations;
- f. if the Supplier's permits/licences that are required for the performance of the Agreement are revoked;
- g. if a significant part of the Supplier's business assets is attached;
- h. if the Client is served with a garnishee order that is to be levied on the Supplier's assets.
- 16.2 All claims that the Client has against the Supplier will become immediately and fully due and payable in case of the circumstances described in Article 16.1.
- 16.3 If the Client proceeds with termination in accordance with the provisions of this article, it may assign the further performance of the contract, at the Supplier's expense, to a third party without any notice of default or prior judicial intervention.

Article 17: Assignment of rights and obligations

- 17.1 The Supplier may not assign rights or obligations arising from the Agreement to third parties without the Client's prior written consent. The Client may attach conditions to any consent.

Article 18: Continuing obligations

- 18.1 Obligations in the Agreement and these Purchasing Conditions that are intended by their nature to also continue after the Agreement will subsequently remain effective.

Article 19: Disputes and applicable law

- 19.1 Any dispute between the Client and the Supplier will be submitted exclusively to the competent court in Amsterdam.
- 19.2 Requests for Offers and Agreements are all governed exclusively by Dutch law.
- 19.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna, 11 April 1980 - the Vienna Sales Convention) and other foreign conventions is expressly excluded.
- 19.4 These Purchasing Conditions were drawn up in the Dutch language and translated in other languages. In the event of any conflict between the original version and the translated versions, the Dutch language version will prevail.