

GENERAL TERMS AND CONDITIONS

Terms and conditions herein shall apply to all advertising contracts, and lease and sublease of advertising space belonging to B1 PLAKATI d.o.o., Adverto d.o.o. and Promotex d.o.o. at official address Zagreb, 25, Gorjanovićeve St., Republic of Croatia and are an integral part of orders and/or contracts. If the parties to the contract reach the agreement on different terms and conditions, terms and conditions stated in the contract shall be in force. These terms and conditions have been applied for advertising in the Republic of Croatia since April 1, 2011.

ORDER ACCEPTANCE

Article 1

Advertising campaign orders are accepted exclusively in writing. Orders shall indicate the title of the campaign, its duration with the exact beginning and ending dates, size and type of advertising space to be used in the advertising campaign as well as where the advertising campaign will take place (public transport, etc.). The order is considered valid if stamped and signed by the Customer.

Article 2

The Customer is fully responsible for the advertisement content. In case of violating advertising regulations of the Republic of Croatia, copyright infringement or a similar dispute, the Customer is directly liable to the third party. B1 Plakati has no legal liability to the third party.

Article 3

The beginning and end of a campaign are determined in advertising project time plan set forth by B1 Plakati. If the Customer requires to begin or end a campaign on dates other than those stated in the B1 Plakati time plane, the Customer shall pay all expenses for additional changes according to the following:

Office towers: 650 – 1,300 HRK (depending on the number of sites)
Public transport: 650 – 5,600 HRK (depending on the number of sites)
Nurseries: 1,040 – 2,080 HRK (depending on the number of sites)
Schools: 1,950 – 5,850 HRK (depending on the number of sites)
Faculties: 1,040 – 1,800 HRK (depending on the number of sites)
Pharmacies: 2,600 – 13,000 HRK (depending on the number of pharmacies)
Medical centres: 3,600 – 9,880 HRK (depending on the number of sites)
Veterinary clinics: 1,300 – 4,550 HRK (depending on the number of sites)

CANCELLATION

Article 4

Written order confirmation can be cancelled without legal consequences three (3) months prior to the beginning of an advertising campaign at the latest. Written explanation has to be provided.

Otherwise the Customer shall pay the following amounts for the services ordered:

- 25% if the campaign is cancelled 2 months prior to its beginning
- 50% if the campaign is cancelled 1 month prior to its beginning
- 100% if the campaign is cancelled less than 30 days prior to its beginning
- if the campaign dates are changed, the same provisions shall apply as in case of cancellation.

POSTERS AND OTHER PROMOTIONAL MATERIALS

Article 5

B1 Plakati offers the Customer printing services, but the Customer is free to print its materials elsewhere. In such a case, the Customer shall deliver posters for the campaign and spare posters (extra 10%) to B1 Plakati warehouse according to the delivery terms specified in the order form.

If B1 Plakati is providing printing services for the Customer, the parties to the contract shall define approval procedure of prepress proof, and the Customer shall deliver prepress files on CD, and approved visible print of poster, at least 20 days prior to the beginning of the campaign.

Article 6

The Customer is responsible for any error in a published advertisement if he has previously approved prepress proof. If errors occur in printing, B1 Plakati shall, in cooperation with the printing office, re-print the advertisement free of charge.

If the Customer is liable for delay in mounting the posters, the Provider has the right to charge full price of services rendered as well as possible changes, and does not have to extend the duration of the campaign. If the Provider is responsible for the delay, for each day of the delay, the Provider shall provide two extra days of poster advertising.

Article 7

B1 Plakati shall not be liable for damage or destruction of posters during the campaign that were not caused by B1 Plakati. That is why up to 10% more posters are being mounted for each campaign (depending on a project). These extra 10% of posters are not being charged.

Article 8

The Customer warrants that the advertising content is in accordance with regulations of the Republic of Croatia, especially with the Medicinal Products and Medical Devices Act. The Ministry of Health and Social Care (Class 001-01/98-01 Reg. No. 534-02-12-98/2) has recommended that all advertisements in medical centres, hospitals and pharmacies have to contain educational messages. The same applies to advertisements in nurseries, primary and secondary schools. The creative solution of an education and prevention campaign has to comply with the objectives of children's health education and must not contain any elements of consumerism.

The Customer shall be liable and bear all consequences if the poster content does not comply with the terms stated in paragraph 1 of this Article.

Article 9

Unless the Customer requests otherwise, B1 Plakati has no obligation to safe keep posters or any materials after the campaign is over.

CLAIMS

Article 10

Claims are valid only if errors have been described in detail and substantiated, and submitted in writing within eight (8) days from the date the poster has been mounted, so that B1 Plakati can verify them. Additional claims shall be denied.

PERSONAL DATA PROTECTION

Article 11

B1 Plakati d.o.o. collects personal data from the client in order to perform the advertising contract, ie, the contract on lease and sublease of advertising surface areas of the companies B1 Plakati d.o.o. and Promotex d.o.o. as well as to further business co-operation.

Only essential data are collected, while the privacy of any and all physical persons is respected. B1 Plakati d.o.o. undertakes all technical and organisational measures to protect personal data and such data are accessible only to the staff who require them to perform their job.

The staff of B1 Plakati d.o.o. and its business partners are familiar with the legislation in the field of personal data protection and are responsible for conduct in conformity with the principle of privacy protection.

B1 Plakati d.o.o. undertakes not to transfer personal data from the country other than for the purpose of performing any existing arrangements to be specifically set out in the advertising contract.

Personal data collected may be used, subject to an express consent, for further interpersonal communication and for marketing activities, including the sending of special offers or discounts. The consent may be withdrawn at any time and such person is then excluded from all marketing activities.

If a special consent is issued, B1 Plakati d.o.o. shall maintain the personal data in its database in accordance with the General Data Protection Regulation and the Act on the Implementation of the General Data Protection Regulation.

TERMS OF PAYMENT

Article 12

B1 Plakati issues invoices on the last day of the campaign or the last day of the current month.

If the campaign begins in one month and extends to the next month, the Customer shall receive two invoices – one on the last day of the month in which the campaign has started, and the other one on the last day of the campaign in the next month.

The Customer shall effect the payment, unless otherwise stipulated in the contract and order form, within 30 (thirty) days from the invoice date.

For prepayment of the entire contract price 30 days before the campaign, the Provider shall grant 5% discount.

For payments made less than 30 days before the campaign, the Provider shall grant 3% discount.

Article 13

If the Customer has any objections regarding the invoice he shall submit them within three days from receiving the invoice. Otherwise B1 Plakati shall consider the invoice fully accepted and additional claims shall be denied.

Article 14

If the Customer does not settle the invoice within dates specified in Article 10, he shall pay default interest in accordance with the governing law.

Article 15

The parties agree to try to resolve any disputes through negotiations. If they fail, all disputes between the parties to the contract shall be finally settled in court in Zagreb.

Article 16

By accepting the order or signing the contract, the Customer accepts GENERAL TERMS AND CONDITIONS which shall apply indefinitely or until amendments to them are made.