

General terms and conditions Ocean Outdoor Nederland B.V.

1. Definitions

Client: any natural or legal person who, with or without the intervention of a third party (advertising or media agency), concludes the Agreement with Ocean Outdoor Nederland B.V. (**Ocean**) or negotiates the conclusion thereof, to broadcast one or more advertisements and/or to place one or more advertisements on advertising masts operated by Ocean and/or to place advertisements with Concessionaires.

Agreement: the Agreement, in any form whatsoever, concluded between Ocean and the Client, as well as any amendment or addition thereto and any addition made under the Agreement.

Advertiser: the natural or legal person who enters into an advertising agreement with Ocean, either directly or through the mediation of or power of attorney to a media agency.

Advertising and/or media agency: the natural or legal person who professionally or commercially enters into agreements with Ocean or purchases advertising space from Ocean for its Clients, either in the Client's name or in its own name.

Concessionaire: the third party that grants Ocean the rights to make advertising space available, either via digital networks or via advertising masts owned by the Concessionaire or by Ocean, for the benefit of the Client.

Advertising space: a digital medium or an analogue advertising banner to which or via which advertising messages are shown and/or performed.

Advertising mast: an advertising mast or similar advertising object, equipped with advertising space.

Advertising message: a commercial or advertisement (digital or analogue) which the Client wishes to show according to an agreed broadcasting or placement schedule.

2. Applicability

2.1 These general terms and conditions apply to every offer, quotation, and the formation, content and execution of all agreements concluded between Ocean and the Client. These general terms and conditions also apply to agreements with Ocean for the implementation of which third parties must be involved.

2.2 Ocean explicitly rejects and does not accept the general terms and conditions declared applicable by the Client. The Client is deemed to be aware that the applicability of these general terms and conditions is essential for Ocean to enter into the Agreement.

2.3 If one or more provisions of these general terms and conditions are found to be null and void or voidable, the remaining general terms and conditions shall remain in force.

2.4 Deviations from these general terms and conditions are only valid if agreed in writing.

3. Establishment of Agreements

3.1 Quotations and offers are made based on the information provided by the Client, these are without obligation and valid for 1 (one) month. Quotations may change due to unforeseen changes on the part of the Concessionaires.

3.2 All prices quoted are exclusive of VAT and exclusive of other levies, duties, or charges in connection with the implementation of the Agreement.

3.3 Quotations must be confirmed by the Client by signing the quotation or order confirmation. If the Client fails to do so but nevertheless agrees to the quotation or order confirmation (verbally or by email), the quotation will apply as an Agreement.

3.4 Agreements that are subsequently made and deviate from the quotation will be confirmed in writing by Ocean. This confirmation must also be signed and returned by the Client.

3.5 If the Client (media and/or advertising agency) acts on behalf of a third party, this third party will be mentioned in the offer. In that case, the Client is deemed to represent the third party and informs the third party of the content of the Agreement and the applicable general terms and conditions.

3.6 All quotations, offers, confirmations and Agreements are strictly confidential and the contents thereof shall not be disclosed by the Client to any third party, except, if the Client (media and/or advertising agency) acts on behalf of a third party, to the third party explicitly mentioned in the quotation, offer, confirmation or Agreement.

4. Implementation of the Agreement

4.1 Ocean will make every effort to fulfil the Agreement carefully and independently and to look after the Client's interests to the best of its ability.

4.2 If the advertising spaces made available deviate from the advertising spaces included in the Agreement and this deviation is less than 10%, the Agreement will remain in force. If the deviation is 10% or more, Ocean and the Client will enter into negotiations to amend the Agreement.

4.3 In the event of late implementation, the Client shall give Ocean a written notice of default within two weeks.

4.4 Ocean has the right to have certain activities carried out by third parties. The application of articles 7:404 and 7:407 section 2 of the Dutch Civil Code is expressly excluded.

4.5 The Client is responsible for the correct and timely delivery of the advertisement in accordance with Ocean's technical regulations and/or specifications.

The delivery of advertising canvases shall be in accordance with the Client's design. Non-delivery or late delivery or rejection of the design does not release the Client from its (financial) obligations towards Ocean under the Agreement. All costs resulting from this may be charged to the Client by Ocean. Advertising canvases remain the property of Ocean at all times.

4.6 The costs for one application and one removal of advertising messages (canvases) are included in the rates charged by Ocean to the Client unless agreed otherwise.

4.7 After the end of the advertising campaign to which the advertisements relate, Ocean will store advertising canvases free of charge for 4 (four) months. After that period the Client gives permission to upcycle the cloths into bags and other products and to market those products. If the Client wishes to store the canvases, Ocean will charge storage costs, costs to be determined. Ocean will store digital advertising material free of charge for 12 (twelve) months after the end of the advertising campaign. After this period, the digital advertisements will be destroyed.

4.8 In the event of termination of the Agreement, Ocean is entitled to remove the advertising canvases it has applied to the advertising mast as well as digital advertising messages before or no later than on the day of expiration.

5. Client

5.1 The Client shall comply with all applicable laws and regulations.

5.2 The Client guarantees that the advertising message does not violate the law, other regulations (including the Dutch Advertising Code), public order or accepted principles of morality. Advertisements may not be political and/or idealistic or racially based. Furthermore, advertising messages for tobacco products and alcoholic beverages are not permitted.

5.3 The Client must always tolerate temporary or permanent removal of advertising messages in the interest of the Concessionaire. In addition, Ocean may refuse the placement of a specific advertising message if it conflicts with the provisions in article 5.1 or if the content is contrary to the interests of the Concessionaire.

5.4 If the placement of the advertising message must be cancelled on the basis of articles 5.1 - 5.3 above or due to non-compliance with technical regulations and/or specifications of Ocean, Ocean's obligations lapse without prejudice to its right to the prices and fees agreed in the Agreement.

6. Payment

6.1 Payments shall be made within 14 days of the invoice date. If no payment has been received after the expiry of this period, the Client shall be in default by operation of law, without any formal notice of default required, and shall owe interest at the statutory rate. If it is necessary to take legal action, the costs incurred by Ocean, such as legal assistance and collection measures, shall be borne by the Client.

6.2 Ocean may require advance payment or a security at any time.

6.3 All amounts charged to the Client must be paid without discount or deduction. The Client is not authorised to set off expenses at its own discretion.

6.4 The Client shall notify Ocean in writing of any objections to an invoice within 2 (two) weeks after the invoice date. After expiry of this period, the Client is deemed to have agreed to the invoiced amount.

6.5 Objections to an invoice do not suspend payment obligations.

7. Cancellation

7.1 Cancellations must always be made in writing to Ocean.

If the Agreement has already been ratified by the Client, the Client will still owe the full amount to be cancelled.

8. Force majeure

8.1 Shortcomings on the part of Ocean in the performance of the Agreement as a result of exceptional circumstances, such as force majeure on the part of the Concessionaire, viruses, epidemics, pandemics, fire, theft, riots, persistent bad weather conditions, transport stoppages, stagnation in or restriction or cessation of supply by energy companies, strikes and/or actions by trade unions, measures taken by the government or gross negligence of auxiliary persons, or if the view of the advertising message is obstructed from one or more directions for whatever reason in relation to the initial situation, are regarded as force majeure and cannot be attributed to Ocean and do not entitle the Client to rescind the Agreement or to compensation.

9. Liability

9.1 Ocean is not liable for errors or shortcomings in the material provided by the Client or failure to deliver this (on time).

9.2 Ocean is not liable for errors or shortcomings caused by a Concessionaire.

9.3 Ocean is only liable for the direct damage attributable to it up to a maximum of the amount owed by the Client under the Agreement. Liability for indirect damage, such as loss of profit additional expenses for the Client, lost data, or materials is excluded.

9.4 The Client holds harmless and indemnifies Ocean against all claims and demands in respect of damages, losses and costs of third parties, as well as fines and/or other sanctions imposed by a competent authority, which may be instituted or imposed against Ocean on account of any violation of laws and regulations caused by the Client and/or third party or parties engaged by it.

9.5 If and to the extent that as a result of a claim or demand by a third party or parties and/or a fine and/or other sanction or measure imposed by a competent authority, Ocean is forced to discontinue broadcasting

one or more of the Client's advertisements and/or to discontinue posting one or more of the Client's advertising messages:

- force majeure applies to Ocean towards the Client and in line with the provisions of article 8, the Client is not entitled to (partial) dissolution of the Agreement and/or to compensation; and
- Ocean will only reimburse the Client in proportion to the unused broadcasting or placement time.

9.6 Without prejudice to the above, if, despite a demand to that effect from Ocean, the Client fails to fulfil any obligation arising from the Agreement, Ocean will be entitled to perform the relevant action itself or have it performed at the Client's expense and risk and to charge the associated expenses to the Client.

9.7 Without prejudice to the above, Ocean is never obliged to pay compensation to the Client on the grounds that:

- a. The power supply to the advertising mast is interrupted or terminated;
- b. The advertising mast and / or the installation and / or the advertising space or message, for whatever reason, becomes wholly or partially unsettled or destroyed;
- c. The view of the advertising message, for whatever reason, in relation to the initial situation is obstructed from any directions; or
- d. A specific advertising mast is no longer available to the Client pursuant to termination referred to in article 10.2.

10. Early termination

10.1 Ocean is entitled to dissolve the Agreement with immediate effect and without judicial intervention by means of a written statement to the Client if:

- despite a demand to that effect from Ocean, the Client remains in default concerning one or more of its obligations under the Agreement;

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- the Client is declared bankrupt, is dissolved or liquidated, applies for a suspension of payments or requests a debt rescheduling from its creditors (or a similar event (or an event having a similar effect) occurs under any relevant jurisdiction);
- a substantial portion of the Client's assets is seized;
- Ocean has well-founded reasons to fear that the Client will no longer be able to meet its financial obligations, without prejudice to Ocean's right to full compensation for the damage it has incurred.

10.2 If an Agreement relates to a specific advertising mast and Ocean's right to make advertising space available on that specific advertising mast terminates due to termination of the agreement between Ocean and the relevant Concessionaire, Ocean shall be entitled, by written notice to the Client, to terminate the Agreement with effect as of the termination of the agreement between Ocean and the relevant Concessionaire in respect of the relevant advertising mast.

10.3 In the event of termination of the Agreement pursuant to the provisions of article 10.1 or 10.2, Ocean's claims and the Client's obligations are immediately due and payable as of the moment of termination.

10.4 Without prejudice to the above, if, despite a demand to that effect from Ocean, the Client fails to fulfil an obligation to perform a specific action arising from the Agreement, Ocean is entitled to perform the relevant action itself, or have it performed, at the expense and risk of the Client and to charge the Client for the related costs.

11. Transferability

The Client is not authorised to transfer rights and obligations under an Agreement without the prior written consent of Ocean.

12. Applicable law

12.1 The Agreement is exclusively governed by Dutch law.

12.2 All disputes relating to the Agreement concluded and/or to be concluded shall be settled by the competent court in Amsterdam.

Privacy Statement Ocean Outdoor Nederland B.V.

Your privacy is very important to Ocean Outdoor Nederland B.V. and we adhere to the privacy law. This means that your data is safe with us and that we always use it properly. In this privacy statement, we explain what we do with information gathered from you via the website www.oceanoutdoor.nl. If you have any questions or would like to know exactly which information we store, please contact Ocean Outdoor Nederland B.V.

Portal access

Our portal grants you access to a management environment where you can configure, specify and modify aspects of the website. We keep track of what you've done and when to ensure a reliable paper trail. To do this, we use your name and address, billing address, IP address, phone number, date of birth, email address, and gender. This data is collected and stored with your consent. We keep this information until the end of our service agreement with you.

Statistics and profiling

We monitor statistics concerning the use of our website. These statistics are used to improve our website responsiveness, such as the display of relevant information. We may combine your personal information to find out more about you. Naturally, we will respect your privacy at all times. If you do not wish for your data to be processed in this way, you can let us know at any time. Your telephone number, email address, IP address, name and address, billing address, date of birth, and gender are used. This data is collected and stored with your consent. Information is stored for one year.

Contact form and Newsletter

Our contact form can be used to ask questions or make inquiries. We use your date of birth, billing address, email address, IP address, phone number, name, and gender. This data is collected and stored with your consent and will be retained until we are sure that you are satisfied with our response. You can subscribe to our newsletter which contains news, tips and information about our products and services. Each newsletter includes an unsubscribe link. You can also pass this on via the portal. Your email address is added to the list of subscribers automatically. This data will be kept until you cancel the subscription.

Advertising

We would like to send you advertisements about promotions and new products or services.

This is done:

- by email
- via social media
- by telephone

You can object to this form of advertising at any time. Each email contains an unsubscribe link. You can block us or use the unsubscribe option and indicate your preference when you receive a call. You can also pass this on via the portal.

Provision to other companies or institutions

With the exception of the partners mentioned above, under no circumstances will your personal data be extended to other companies or institutions, except if we are legally obliged to do so (i.e. if the police demand this in the event of criminal allegations). Our website includes social media buttons. These buttons are used by the administrators of these services to collect your personal data.

Cookies

Our website uses cookies. Cookies are small files which allow us to store information so that you aren't required to enter the same information repeatedly. We can also use this information to see that you are a return visitor. When you visit our website for the first time, we will display a message explaining how cookies are used. We will ask you to agree to the use of these cookies. You can disable cookies via your browser, but some things on our website will then no longer work properly.

Google Analytics

We use Google Analytics to track how visitors use our website. We have concluded a processing agreement with Google. This contains strict agreements about what they are allowed to store. We allow Google to use the obtained Analytics information for other Google services. We do not allow Google to anonymise the IP addresses.

Security

We view the security of personal data as a crucial aspect of website use. We ensure that your details are properly secured with us. Our security systems are adjusted regularly, and a keen eye is kept on potential risks.

Changes to this privacy statement

Changes to our website result in alterations to the privacy statement. It is therefore important to always check the date above and keep an eye out for new versions. We will also do our best to announce changes separately.

Inspection, modification and deletion of your data

If you have any questions or would like to know which of your personal data is stored, you can contact us at any time. See the contact details below.

You have the following rights:

- receive an explanation of which personal data we have and what we do with it/insight into the exact personal data we have stored
- have errors corrected
- removal of outdated personal data
- withdrawal of consent
- objection to specific usage

Ensure that you always clearly state who you are, so that we can be sure that we are not changing or deleting the data of the wrong person.

File a complaint

If you feel that we are not helping you in the right way, you have the right to file a complaint with the regulatory body. This is referred to as the Personal Data Authority.

Contact information

Ocean Outdoor Nederland B.V.

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info@oceanoutdoor.nl

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