

General Terms and Conditions
EuroAWK, spol. s r. o. Bajkalská 19B, 821 01 Bratislava, Company ID: 35808683,
Effective August 1, 2020

Introductory Provisions

1. These General Terms and Conditions (hereinafter "Terms") further regulate the rights and obligations of the contractual parties in connection with the provision of commercial advertising campaigns between **euroAWK**, spol. s r. o., established at Bajkalská 19B, 821 01 Bratislava and incorporated in the Bratislava I District Court Business Registry, Section Sro, File 23748/B (hereinafter "**euroAWK**"), whose business activities include, among other things, advertising and marketing services, and the party placing the order (hereinafter "Client").
2. In these Terms, **Client** means any legal or natural person who, pursuant to an order or contract, requests euroAWK to provide an advertising campaign.
3. A **Commercial Contract** (hereinafter "**Contract**") comprises any agreement formed between the Client and euroAWK, including any order approved by euroAWK that establishes a binding contractual relationship between the Client and it. The Terms form an integral part of every confirmed order or Contract executed between the Client and euroAWK. By concluding the Contract or by confirming an order, the Client simultaneously affirms that they are familiar with, understand, and unconditionally accept these Terms without objection, as evidenced by their signature on the Contract, the order, or directly on the Terms.
4. In these Terms, **Installation** refers in particular to the following: installing paper posters on billboards, placing paper posters into citylights, applying PVC films onto billboards, installing banners/sheets on billboards, bigboards and megaboards, wrapping bus shelters, installing atypical elements, and other related activities (hereinafter "Installation") in accordance with the confirmed order or executed Contract.
5. In these Terms, **Advertising Surfaces/Structures** refers to the following: billboards ("BB"), citylights ("CL"), bigboards ("BG"), megaboards ("MB"), bus shelters, and other illuminated or non-illuminated surfaces intended for the Installation of advertising (hereinafter "Advertising Surfaces").
6. In these Terms, **Advertising Materials** refers in particular to posters, films, banners, add-on elements, as well as various atypical components and other materials (hereinafter "Advertising Materials").

I. Scope and Nature of the Contract

1. The contractual relationship governs the mutual rights and obligations of the Client and euroAWK, in particular: (i) euroAWK's provision of the ordered advertising campaign and fulfillment of all duties arising from the Contract or the confirmed order; (ii) euroAWK's leasing to the Client, under the conditions specified in the Contract, the Advertising Surfaces located within the territory of the Slovak Republic (collectively referred to as "provision of the advertising campaign"); (iii) the Client's fulfillment of all duties arising from the Contract, the confirmed order, or these Terms, including the obligation to supply the Company, free of charge and promptly, with the required quantity of posters intended for placement on the ordered Advertising Surfaces, and to pay the Company the agreed remuneration duly and on time.
2. An order shall be made in a single written document, signed by authorized representatives of both the Client and euroAWK. The document may be sent by mail, or transmitted by fax or email.
3. euroAWK is entitled to refuse an order if its content, origin, or technical execution fails to comply with euroAWK's specific and objectively justified principles, should euroAWK consider the placement of the Client's Advertising Materials to be unacceptable, or if the materials are contrary to applicable laws, good morals, ethical standards of advertising practice, or other binding legal regulations.
4. The Client is required to provide in the binding order all necessary billing information: name/company name, address/registered seat, company ID, VAT ID, as well as telephone/fax numbers, e-mail address, and a contact person. The Client shall also specify the subject of the order or any additional services, including the content or motif of the advertising poster, the proposed period during which the advertising campaign is to be carried out, the end date of the campaign, and the agreed remuneration. The order shall be signed by a person authorized or empowered to act on behalf of the Client in this matter.
5. The Company undertakes not to disclose the above information to third parties, unless the competent public authorities or the authorities referred to in Section XIII, Subsection 2 of these Terms require it. The order confirmation shall include the contact telephone/fax number along with the name of the contact person acting on behalf of the Company.

II. Prices and Additional Charges

1. Base indicative prices are set out in the tariff and stated exclusive of value-added tax (VAT). The indicative rate tariff can be found at <http://euroawk.sk>. Prices may also be negotiated in a separate contract agreed between the Client and euroAWK, or in an order confirmed by euroAWK. In such cases, the negotiated prices shall take precedence over those in euroAWK's tariff.
2. euroAWK shall charge VAT on the base price at the applicable statutory rate.
3. Billing shall be based on the prices agreed in either the Contract or confirmed order as of the date of signature. euroAWK reserves the right to change the prices in its tariff.

4. In addition to the lease of Advertising Surfaces, the base price includes monthly Installation of a paper poster, photo documentation (one photograph per surface, taken at the start of the advertising campaign and within 21 days of Installation), and repair of Advertising Surfaces throughout the lease term using supplied reserve posters. The Client will be billed separately for any additional activities related to the placement of Advertising Materials on BB, BG, MB, and/or CL, including installation outside the standard schedule, additional photo documentation, add-ons, trimming, and printing. Any request for such additional activities shall be stated in the Contract or order confirmed by euroAWK, unless otherwise agreed.
5. Costs for extraordinary services such as transport, packaging materials, or return of unused posters shall be borne exclusively by the Client.

III. Payment of the Agreed Price for the Advertising Campaign

1. The Client shall pay the agreed price for the advertising campaign to euroAWK's bank account using the payment method specified on the invoice and within 14 days of the invoice date, unless agreed otherwise.
2. If the Client is late in paying the agreed price, euroAWK shall be entitled to decline installation of the ordered advertisement and to replace any posters already installed on the Advertising Surfaces with another client's advertising campaign. The Client shall nevertheless remain liable for the full price owed for the agreed scope of services, including any related ancillary charges and costs.
3. If the Client falls into arrears with payment for the advertising campaign, the Client shall pay interest on arrears of 0.05% of the outstanding amount for each day begun in default, as well as any costs incurred from recovery. In these Terms, "default" means that the Client has either failed to pay the invoiced amount to euroAWK or paid only part thereof by the invoice's maturity date.
4. EuroAWK is entitled to condition the performance of an order or Contract upon advance payment, or upon immediate settlement of all outstanding obligations, at any time during the campaign. If the Client fails to settle its outstanding obligations within the deadline set by euroAWK (not exceeding seven business days), euroAWK may refuse to carry out the agreed advertising campaign, suspend any ongoing campaign, and terminate the Contract. euroAWK's claims for payment of outstanding invoices shall survive termination.

IV. Lease Term

1. The base installation period for BB, BG, and MB is one calendar month ("Base Lease Term").
2. The base installation period for CL is seven (7) days, in accordance with the CL installation calendar.

V. Delivery of Posters

1. The Client shall deliver the agreed number of posters to euroAWK's registered office or warehouse in Bratislava in the specified quality, preferably ten (10) days before the campaign's planned commencement, but no later than five (5) business days before the requested installation date, unless otherwise agreed by the Client and euroAWK. The Client is responsible for the quality and completeness of the posters delivered and for ensuring that they can be clearly identified.
2. In the event of late delivery of posters, euroAWK shall be entitled to charge for the full agreed lease term. In such cases, euroAWK is not required to honor the lease term originally agreed in the Contract or order. Any installation delay resulting from the Client's failure to fulfill obligations shall under no circumstances extend the installation period, change the campaign commencement date, or extend the campaign termination date, or entitle the Client to impose penalties or claim financial compensation from euroAWK, unless the Client and euroAWK otherwise agree.
3. Together with the posters intended to be installed on BB, BG, and/or MB, the Client shall deliver to euroAWK reserve posters for maintenance and replacement. These shall equal 10% of the delivered posters or such amount as may be required based on the number of posters installed, geographic distribution, rental duration, and installation period.
4. If underlayment paper is necessary for a delivered poster due to the poster's characteristics, such as non-standard dimensions or translucent design, the Client shall supply the required quantity of underlayment paper together with the advertising posters. Should the Client fail to provide underlayment paper, the Client shall be responsible for the cost of any underlayment paper used, which euroAWK may invoice based on the number of sheets installed, unless the Client and euroAWK agree otherwise.
5. Any unused posters become the property of euroAWK with no right to compensation, unless the Client and euroAWK agree otherwise in writing.

VI. Quality of Poster Paper and Poster Formats

1. The following specifications are required for installation:
 - a) For BB: standard-quality wood-free poster paper weighing at least 100 g/m² and no more than 120 g/m²,
 - b) For CL: standard-quality wood-free poster paper weighing 130–150 g/m².

2. Unless euroAWK arranges the printing of the posters, it shall bear no responsibility for any change in poster quality during the installation period, such as fading or deterioration caused by weather conditions.
3. Accepted poster formats (height × width):

BB	238 cm x 504 cm
CL	175 cm x 118.5 cm
BG	10 m x 4 m/ 10 m x 8 m
MB	20 m x 8 m/20 m x 16 m
4. The Client shall bear all costs for posters that do not conform to the standard format and paper quality specified in VI(1) above or to the dimensions for BB, BG, MB, or CL dimensions, including costs for trimming, special installation, and other necessary adjustments outlined in the applicable pricing arrangement.

VII. Poster Installation

1. Posters are installed as follows:
 - a) On BB, BG, and MB within the usual installation period, in accordance with VII(2) below. If the Client requests an installation period shorter than the Base Lease Term, the base price remains applicable.
 - b) On CL in seven-day intervals in accordance with the CL installation calendar.
2. euroAWK shall install posters within the usual timeframe, specifically within the first three days of the agreed lease term. If Advertising Materials are delivered late, Installation shall occur within three business days of proper delivery. In materially justified cases, euroAWK may extend this deadline by such additional time as is necessary to perform the Installation properly.
3. The Client shall provide a visual reference at least in A4 size, such as a graphic design, precise sketch, or photograph, to ensure accurate installation on BB, BG, and MB in accordance with the Contract. euroAWK shall not be responsible for the correct placement of the poster design if the Client fails to provide such visual reference.
4. Posters shall be installed solely by euroAWK's personnel or persons authorized by euroAWK. If the Client installs the posters independently, euroAWK shall not be responsible for the quality of installation. If the Client's installation damages any advertising panel, the Client shall reimburse euroAWK for all repair costs for BB, BG, or MB, as well as any related expenses.
5. euroAWK does not guarantee that competing products will not be posted on advertising surfaces located in the immediate vicinity of euroAWK's Advertising Surfaces, and euroAWK is entitled to carry out advertising campaigns for the Client's competitors at the same time, without any restrictions.
6. euroAWK does not guarantee that the Advertising Surface will be covered with a new poster after the advertising campaign's end date unless the surface has been resold to another client. If the Client does not wish its posters to remain installed on the Advertising Surfaces after the campaign ends, the Client must order a covering service from euroAWK under the terms and pricing specified herein.

VIII. Content Restrictions

1. euroAWK reserves the right to refuse to commence Installation, or to immediately suspend Installation of any campaign that conflicts with the relevant provisions of Act 147/2001 Coll. on Advertising, ethical advertising standards, public morals, or applicable law—particularly copyright law, criminal law, and/or trademark law—and may do so without providing reasons or prior notice.
2. The Client assumes full responsibility for compliance with technical standards applicable to outdoor advertising and for the substantive content of the advertising placed on euroAWK's Advertising Structures. If the Client, through the content or design of the Advertising Materials, breaches any provision of the regulations and laws referred to in VIII(1) above, or fails to obtain necessary rights from third parties concerning the use of their copyrighted works or other intellectual property, and should a third party successfully assert penalties, damages or fines against euroAWK as a result, the Client undertakes to fully compensate euroAWK against any such penalties, fines, and damages.
3. euroAWK is entitled during an ongoing advertising campaign to request that the Client replace an installed poster if a third party submits a complaint to euroAWK regarding the poster's content (or any ongoing campaign). euroAWK shall assess the complaint at its sole discretion and determine whether the campaign may be contrary to ethics, public morals, or applicable law, or may infringe the rights of third parties. In such a case, the Client shall comply with euroAWK's request and provide new Advertising Materials. Should the Client fail to do so within the timeframe specified by euroAWK, euroAWK reserves the right to terminate the Contract. Until new Advertising Materials are provided, euroAWK may cover the existing poster with its own advertising (hereinafter referred to as "Ad Campaign Interruption"). For the period during which the advertising campaign is interrupted, the Client shall not pay the agreed price, and it shall be proportionally reduced by the number of days of the Ad Campaign Interruption.
4. euroAWK is entitled to place its company name on the Advertising Surface.

IX. Defective Performance and Termination

1. The Client may assert a claim for substitute performance or raise objections to defective performance only for the duration of the Contract.
2. The Client is responsible for the form and content of the posters, as well as for compliance with all applicable laws and regulations. Under no circumstances may the Client unilaterally change the specifications of a confirmed order or an executed Contract, or the theme of the campaign (or posters) without euroAWK's consent.
3. euroAWK is entitled to cancel a confirmed order or terminate an executed Contract if the form or theme of the campaign (or posters) was not known to euroAWK at the time the contractual relationship was established, or if such form or theme was subsequently changed. euroAWK is likewise entitled to cancel a confirmed order or terminate an executed Contract if, in its assessment, the content, form, or theme of the agreed advertising campaign violates applicable legislation, ethical advertising standards, or public morals, or if the Client is in default regarding payment of the agreed price.
4. In the cases referred to in IX(3) above, the Client shall pay euroAWK the full agreed price for the entire contractually agreed lease term of the relevant BB, BG, MB or CL, together with all installation costs, and all charges, penalties and compensation as specified in Section VIII(2) above.
5. If an official prohibition prevents the Installation of ordered BB, BG, MB, or CL, or if an official order requires already installed posters to be covered or removed for any reason, the Client shall pay all rental fees, including any penalties officially imposed in connection with the Installation. The Client shall bear exclusively any financial and non-financial costs arising from any official prohibition on the dissemination of the advertising campaign or an order to cover or remove the relevant posters, or any consequences from installing them.
6. If competent authorities or property owners reject or halt the installation or continued presence of BB, BG, MB, or CL for any reason, or if euroAWK's right to use to the property on which the Advertising Surface/Structure is located is at risk of termination, or if the Advertising Surface/Structure on which the poster is installed or displayed is fully destroyed during the campaign, the Contract or confirmed order between euroAWK and the Client relating to rental of the BB, BG, MB, or CL shall automatically terminate due to impossibility of performance. The Client shall be entitled to compensation for damage, and the Client and euroAWK hereby agree that such compensation shall be provided exclusively in the form of Installation on another BB, BG, MB, or CL of equivalent advertising value.

X. Force Majeure

1. In the event of force majeure, in particular the impact of adverse weather conditions, strikes, civil unrest, natural disasters, power outages caused by third parties, any prohibition of access to BB, BG, MB or CL locations, traffic restrictions, riots and other disturbances, and events that cannot be prevented, as well as events occurring without the involvement of euroAWK or any third Party participating in performance under the Contract, including issues for which such the Client and euroAWK are not responsible, euroAWK shall be released from its obligation to perform the confirmed order or Contract to the extent and for the duration of the effects. euroAWK is under no obligation to compensate for such an interruption at any later time, including financially.
2. In this clause, "adverse weather conditions" means:
 - Rain at the time of Installation or on the day before the requested Installation, resulting in soaked advertising surfaces
 - Strong wind lasting more than two days starting from the Installation date
 - During winter periods, temperatures of -5°C or lower lasting more than two days from the Installation date
 - Other extraordinary and particularly adverse weather conditions.

XI. Liability

1. euroAWK shall be liable to the Client for any damage it causes through a breach or neglect of its obligations under these Terms.
2. euroAWK shall be released from liability for damage if it proves the absence of fault, as liability is fault-based.
3. euroAWK does not guarantee uninterrupted availability of the Advertising Surfaces hosting the BB, BG, MB, or CL over the entire agreed lease term.
4. euroAWK is responsible for replacing damaged posters or posters not replaced as scheduled, only up to the number of reserve posters supplied.
5. euroAWK bears no liability for damage to or destruction of advertising posters if such damage occurs without its involvement, such as due to extraordinary events, third-party interference, force majeure, or the consequences of natural disasters, catastrophes, and similar events.

XII. Cancellation Fees

1. The Client is entitled to cancel a confirmed order or terminate an executed Contract without cause. No cancellation fees will be charged if an order is cancelled or the Contract is terminated earlier than three (3) months before the start of the agreed lease term for the Advertising Surfaces. Should the Client cancel a confirmed order or terminate an executed Contract later, euroAWK shall be entitled to charge the following cancellation fees:
 - a) For BB, BG, MB
 - 50% of the total price for the Advertising Surfaces between the 90th and 45th day inclusive before the commencement of the lease term;

- 100% of the total price for the Advertising Surfaces starting from the 44th day before the start of the lease term.
- b) For CL
 - 75% of the total price for the Advertising Surfaces between the 90th and 45th day inclusive before the commencement of the lease term;
 - 100% of the total price for the Advertising Surfaces starting from the 44th day before the start of the lease term.
- 2. Cancellation of a confirmed order or termination of an executed Contract requires written notice duly delivered to euroAWK within the time limits specified in XII(1) above.
- 3. If the Client receives a discount conditional upon long-term rental, the Client shall honor the pre-agreed lease term. Should the Client cancel a confirmed order or terminate an executed Contract before the agreed campaign end date, or should euroAWK cancel the confirmed order or terminate the executed Contract due to default as provided in Article IX(3), the Client shall pay the full undiscounted price for the entire lease term within seven (7) days of the issuance of the additional invoice, i.e. the agreed price for the lease term plus the amount equal to the discount previously granted.

XIII. Miscellaneous

1. Any subleasing or assignment of ordered or reserved surfaces to a third party without the consent of euroAWK is prohibited.
2. euroAWK is entitled to report the number of installed posters to the relevant legal entities monitoring advertising expenditures across traditional media, including poster format and installation details such as general information, total number of locations, and special selection of locations for cost-tracking purposes.
3. The Client acknowledges that euroAWK, as controller, processes the Client's personal data pursuant to Act 18/2018 Coll. on Personal Data Protection. Information on personal data processing and the rights of the data subject can be found at www.euroawk.sk, under "Privacy and Data Subject Rights".

XIV. Final Provisions

1. Provisions supplementing or amending these Terms that are included in a confirmed order or a signed Contract shall take precedence over these Terms.
2. Relationships not regulated by these Terms shall be governed by the applicable laws of the Slovak Republic, in particular the Commercial Code and the Civil Code, including their implementing regulations.
3. All disputes arising out of the Contract or in connection therewith shall be finally decided by the General Arbitration Court of the Slovak Republic, Dunajská 8, 811 08 Bratislava, Company ID: 37814681, and by a sole arbitrator appointed by the arbitration court in accordance with its internal rules, with the possibility of court review under Section 22a(1) of Act 244/2002 Coll.
4. Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. In such an event, the Client and euroAWK shall agree on a replacement provision coming closest to the intended economic purpose. The same shall likewise apply to any omissions in these Terms.
5. euroAWK has the exclusive right to amend and supplement these Terms, with any amendment or supplement to be made in writing. The new version of the Terms will be published at <http://euroawk.sk>.
6. These Terms come into force and enter into effect on August 1, 2020, for an indefinite period, repealing the General Terms and Conditions of euroAWK effective from October 1, 2014.

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euroAWK, spol. s r. o.
Bärbel Nieten, Managing Director