

General Terms and Conditions
of euroAWK, spol. s r. o., Bajkalská 19B, 821 01 Bratislava, Company ID No.: 35808683
Effective as of July 1, 2026

Introductory Provisions

1. These General Terms and Conditions (hereinafter referred to as the “GTC”) set forth the mutual rights and obligations of the contracting parties in connection with the provision of commercial advertising campaigns between **euroAWK, spol. s r. o.**, with its registered office at Bajkalská 19B, 821 01 Bratislava, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Reg. No. 23748/B, (hereinafter referred to as “euroAWK”), whose scope of business includes, among other things, advertising and marketing services, and the party placing the order (hereinafter referred to as the “Client”).
2. For the purposes of these General Terms and Conditions, **the “Client”** means a legal entity or natural person who, based on an order or contract, requests euroAWK to organize an advertising campaign.
3. **A commercial contract (hereinafter referred to as the “Contract”)** means a contract concluded between the Client and euroAWK, as well as any order confirmed by euroAWK, thereby establishing a binding contractual relationship between the Client and euroAWK. These General Terms and Conditions (GTC) form an integral part of every confirmed order or contract concluded between the Client and euroAWK. By entering into the contract or confirming the order, the client simultaneously confirms that they have been made aware of these GTC, understand them, fully acknowledge them, and have no objections to them, thereby accepting them unconditionally, which they express by signing the contract or order, or directly on the GTC.
4. The term **“installation”** primarily refers to the following: posting paper posters on billboards, displaying paper posters in city-lights, applying PVC films to billboards, displaying banners/canvases on billboards, bigboards, and megaboards, covering shelters, the assembly of non-standard elements, and other activities (hereinafter also referred to as “installation”) as specified in the confirmed order or concluded contract.
5. The term **“advertising spaces/structures”** refers to the following: billboards (hereinafter “BB”), city-lights (hereinafter referred to as “CL”), bigboards (hereinafter referred to as “BG”), megaboards (hereinafter referred to as “MB”), bus shelters, and others—illuminated or non-illuminated surfaces on which advertisements are installed (hereinafter referred to as “advertising spaces”).
6. **The term “advertising material”** refers primarily to posters, vinyl banners, tarps, stickers, as well as various non-standard elements and others (hereinafter referred to as “advertising material”).

I. Subject Matter of the Contract, Nature of the Contract

1. The subject matter of the contractual relationship is the regulation of the mutual rights and obligations of both contracting parties, primarily: (i) the obligation of euroAWK to provide the ordered advertising campaign and to fulfill its obligations arising from the contract or the confirmed order (ii) to lease to the Client, under the terms specified in the contract, advertising spaces located within the territory of the Slovak Republic ((i) and (ii) hereinafter collectively referred to as “provision of the advertising campaign”); (iii) the Client’s obligation to fulfill its obligations arising from the contract, the confirmed order, or these General Terms and Conditions; the obligation to provide euroAWK, free of charge and in a timely manner, with the required number of posters to be placed on the ordered advertising spaces; and the client’s obligation to pay euroAWK the agreed-upon fee in a timely and proper manner.
2. The order shall be made exclusively in writing (by letter, fax, or email) and shall be signed by both contracting parties through their authorized representatives on a single document.
3. euroAWK has the right to reject an order if its content, source, or technical execution does not comply with its specific, objectively justified principles; if it considers the placement of the client’s advertising materials to be unacceptable; or if they conflict with applicable laws, public morals, ethical principles of advertising practice, or other applicable legal regulations.
4. In its binding order, the client is required to provide all information necessary for billing—including the name of the company, address/registered office, company ID number, VAT ID, as well as telephone and fax numbers, email address, and a contact person, along with a specification of the subject of the order or other services—including the content or design of the advertising poster, the proposed time when the advertising campaign is to be carried out, the end date of the advertising campaign, and the agreed-upon fee. The order must be signed by a person authorized or empowered to act on behalf of the client in this matter.
5. euroAWK undertakes not to disclose this information to third parties, except as required by the relevant public authorities and the authorities specified in Article XIII, Section 2 of these General Terms and Conditions. The contact telephone and fax numbers, as well as the name of the contact person at euroAWK, will be specified in the order confirmation.
6. In the case of political advertising, the Client is also required to:
The client is required to provide a declaration (see Annex No. 1 to these GTC) stating whether the advertising service requested constitutes a political advertising service within the meaning of Article 3(5) of Regulation (EU) No. 2024/900 of the European Parliament and of the Council (EU) 2024/900 of March 13, 2024, on the transparency and targeting of political advertising, and the relevant information necessary to comply with the requirements under Article 9(1), Article 11(1), and Article 12(1) of the aforementioned Regulation. This information must be provided in full, accurately, and without undue delay.

II. Prices and Other Fees

1. The basic indicative prices are set out in the price list and are listed exclusive of value-added tax. The indicative price list is available at <http://euroawk.sk>. Prices may also be agreed upon in a contract between the customer and euroAWK, or in an order confirmed by euroAWK. In such cases, the contract or in the confirmed order take precedence over the prices set forth in euroAWK's price list.
2. euroAWK adds value-added tax to the base price at the rate specified by applicable laws.
3. For billing and invoicing purposes, the mutually confirmed prices specified in the concluded contract or in the confirmed order, valid at the time the contract was concluded, shall be decisive. Prices in the price list are subject to change.
4. In addition to the rental of advertising spaces, the base price also includes the posting of a paper poster once a month, the preparation of photographic documentation (1 photo per space, at the start of the advertising campaign within 21 days of installation), and the repair of advertising spaces throughout the entire rental period using the supplied spare posters. All other activities related to the placement of the client's advertising materials on BB, BG, MB, and/or CL (posting), but beyond the scope of standard posting (posting outside the usual timeframe, additional photographic documentation, various stickers, trimming, printing, etc.), will be invoiced to the client separately. Requests for these and similar additional activities must be specified in the contract or in the order confirmed by euroAWK, unless otherwise agreed.
5. Expenses for extraordinary services, such as transportation, packaging materials, and the return shipment of unused posters, shall be borne exclusively by the client.

III. Payment of the Agreed Fee for Organizing the Advertising Campaign

1. The client is obligated to pay euroAWK the agreed-upon fee for organizing the advertising campaign to euroAWK's bank account using the agreed-upon payment method, in accordance with the due date specified in the invoice issued by euroAWK, i.e., within 14 days of the invoice's issuance, unless otherwise agreed.
2. In the event of a delay in payment of the agreed fee, euroAWK has the right not to carry out the ordered poster placement, or to cover up posters that have already been displayed and use the advertising spaces for another client's advertising campaign, in which case the client shall pay the fee for the agreed-upon subject matter of the contractual relationship, including incidental fees and associated costs.
3. In the event that the client defaults on payment for the advertising campaign, the client is obligated to pay late payment interest at a rate of 0.05% of the amount owed for each day of default, including any day that has begun, as well as any costs associated with collecting the payment. "Delay" means a situation in which the client fails to pay euroAWK the fee in full by the due date, or pays only a portion of the fee as specified in the invoice issued by euroAWK.
4. euroAWK is entitled to make the fulfillment of the order or contract contingent upon payment in advance or the immediate settlement of all outstanding obligations (at any time during the campaign). If the client fails to settle its obligations to euroAWK within the period specified by euroAWK (this period may not exceed 7 business days), euroAWK is entitled to refuse to carry out the agreed-upon advertising campaign, or to suspend the provision of an advertising campaign that has already begun, and to withdraw from the commercial contract. euroAWK's claims for payment of outstanding invoices remain in effect.

IV. Rental Period

1. The basic rental period—the poster display period—for BB, BG, and MB is one calendar month (hereinafter referred to as the "basic rental period").
2. The basic posting period for CL is 7 days, as specified in the CL schedule.

V. Delivery of Posters

1. The Client is obligated to deliver to euroAWK the agreed-upon number of posters 10 days prior to the scheduled start of the campaign in the required quantity and of the appropriate quality, but no later than 5 business days prior to the date of the requested posting, to the headquarters or warehouse of euroAWK in Bratislava, unless otherwise agreed upon by the contracting parties. The Client is responsible for the quality of the delivered posters, the completeness of the delivery, and its unambiguous and unmistakable identification.
2. In the event of a delayed delivery of advertising posters, euroAWK is entitled to charge for the full duration of the agreed rental period. In such a case, euroAWK is not obligated to ensure or adhere to the contractually agreed rental period in accordance with the specified deadlines. Due to the client's delay in fulfilling its obligations, a delayed posting shall under no circumstances result in an extension of the posting period, nor shall this circumstance result in a change to the start date or an extension of the end date of the advertising campaign, or the imposition of any penalties or potential financial compensation against euroAWK by the Client, unless otherwise agreed upon by the contracting parties.
3. The Client is obligated to provide euroAWK, simultaneously with the posters for display on BB, BG, and MB, with reserve posters intended for maintenance and replacement (10% of the delivery, or the necessary quantity depending on the number of posters displayed, geographical distribution, lease duration, and display period—so-called "replacement posters").
4. If, for reasons beyond the control of euroAWK (non-standard dimensions, translucent design, etc.), the delivered poster must be backed with backing paper, the customer is required to supply the appropriate quantity of poster backing paper along with the advertising posters. If the customer fails to provide the backing paper, the customer shall bear the costs of the backing paper used, and euroAWK is entitled to subsequently bill the customer for the full amount based on the number of sheets actually posted, unless otherwise agreed.

5. Unless otherwise agreed in writing, unused posters become the property of euroAWK with no compensation.

VI. Quality of Poster Paper and Poster Format

1. The following is required for poster display:
 - a) for BB, standard-quality wood-free poster paper with a weight of at least 100 g/m² but no more than 120 g/m²;
 - b) for CL, standard-quality wood-free poster paper with a weight of at least 130–150 g/m².
2. If euroAWK does not provide poster printing services, it is not responsible for any change in poster quality during display (fading or deterioration of the print due to weather conditions).
3. The valid poster formats are as follows:

	height x 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. For poster formats that do not comply with the established standard and the standard quality of poster paper as defined in Section 1, as well as the dimensions BB, BG, MB, and CL, the client shall bear all costs in accordance with the specific price agreement (e.g., trimming, special posting, etc.).

VII. Poster Installation

1. Posters are posted:
 - a) on BB, BG, and MB within the usual timeframe as defined in Section 2 of this article. If a posting period shorter than the basic rental period is requested, the basic fee remains in effect;
 - b) at CL, it takes place in 7-day intervals in accordance with the schedule.
2. Installation by euroAWK will be carried out within the usual timeframe, specifically during the first three days of the agreed rental period. In the event of a delayed delivery of advertising materials, installation will be carried out within three business days from the date of proper delivery of the relevant advertising materials. In objectively justified cases, euroAWK is entitled to extend the aforementioned 3-day period by the time necessary to properly complete the installation.
3. For the posting of posters on BB, BG, and MB, a visual in at least A4 format (graphic design, detailed sketch, photo, etc.) is required for the precise fulfillment of the contract; if the visual is not provided, euroAWK is not responsible for the correct posting of the poster design.
4. Poster installation is carried out exclusively by euroAWK employees or personnel authorized by euroAWK. If the client posts the posters themselves, euroAWK is not responsible for the quality of the posting; in the event of damage to an advertising panel resulting from the client's own posting, the client is obligated to reimburse euroAWK for all costs associated with repairing the BB, BG, and MB, as well as all other related costs.
5. euroAWK does not guarantee that the posting of competing products will be prohibited on advertising spaces located in the immediate vicinity of euroAWK's advertising spaces; furthermore, euroAWK is entitled to conduct advertising campaigns for the client's competitors as well, without any restrictions.
6. Upon the conclusion of the advertising campaign, euroAWK does not guarantee in any way that the advertising space will be covered with new posters if that advertising space is not resold. If the client does not wish for their advertising posters to remain installed on these advertising spaces after the advertising campaign ends, they are required to place an order with euroAWK to have them covered, subject to the terms and conditions set forth in these General Terms and Conditions.

VIII. Prohibition of Advertising

1. euroAWK reserves the right not to commence installation, or to immediately suspend installation, for any campaign that violates the relevant provisions of Act No. 147/2001 Coll. on Advertising, ethical principles of advertising practice, public decency, and applicable law—in particular the Copyright Act, the Criminal Code, and the Trademark Act—without providing a reason and without prior notice.
2. The Client bears and assumes full responsibility for compliance with technical standards relating to outdoor advertising, as well as for the substantive content of advertisements placed on euroAWK's advertising structures. In the event that the Client violates any provision of the legal regulations and laws listed in paragraph 1 of this article through the content or design of the advertising material, or fails to settle legal relationships with third parties regarding the use of their copyrighted works or other intellectual property, and a third party successfully asserts any sanctions against euroAWK based on such a violation—including damages and fines—the Client agrees to pay these sanctions, including damages, to euroAWK in full.

3. euroAWK is entitled, during an ongoing advertising campaign, to request that the Client cover up a poster that has already been posted if a third party contacts euroAWK with a complaint regarding the content of the posted poster (or regarding the ongoing advertising campaign), and euroAWK assesses such a complaint, at its sole discretion, as a campaign that could be contrary to ethics, public decency, or otherwise infringe upon the rights of third parties or violate applicable law. In such a case, the client is obligated to comply with euroAWK's request and provide euroAWK with new advertising material. If the client fails to do so within the agreed-upon timeframe, euroAWK is entitled to terminate the contract. Until new advertising material is provided, euroAWK is entitled to cover the existing posted poster with "self-advertising" (hereinafter referred to as "suspension of the advertising campaign"). For the period during which the advertising campaign is interrupted in this manner, the client shall not pay the agreed-upon price, which shall be proportionally reduced by the number of days for which the advertising campaign was interrupted.
4. euroAWK has the right to place its company name on the advertising medium.

IX. Defects in Performance and Termination of the Contract

1. Claims for substitute performance and objections regarding defective performance may be asserted by the client only during the term of the contractual relationship.
2. The client is responsible for the form and content of the posters, as well as for compliance with the relevant generally binding legal regulations. Under no circumstances may the client unilaterally change the specifications of the subject matter of the confirmed order or the concluded contract, or the theme of the campaign (posters), without the consent of euroAWK.
3. euroAWK is entitled to withdraw from a confirmed order or a concluded contract if the form or theme of the campaign (posters) was not known to it at the time the contractual relationship was established, or if it was subsequently changed. euroAWK is also entitled to withdraw from a confirmed order or a concluded contract if, in its assessment, the agreed-upon advertising campaign contradicts applicable legislation, ethical principles of advertising practice, and public decency in terms of its content, form, and theme, or in the event of the client's delay in paying the agreed-upon fee.
4. In the cases specified in paragraph 3 of this article, the client is obligated to pay euroAWK the full amount of the agreed-upon fee for the contractually agreed rental period of the relevant BB, BG, MB/CL, as well as all costs associated with posting, including all fees, penalties, and compensation in accordance with the provisions of paragraph 2 of Article VIII of these GTC.
5. In the event of a relevant official ban that prevents the installation of properly ordered BB, BG, MB/CL, or in the event of an official order to cover up or remove posters that have already been displayed for any reason, the Client is obligated to pay all rental fees, including any officially imposed penalty for the installation that has already been carried out. Any financial or non-financial costs incurred in connection with an official ban on the dissemination of an advertising campaign or an order to cover up the advertising posters in question, as well as the consequences of their posting, shall be borne exclusively by the client.
6. In the event that the affixing or continued display of BB, BG, MB/CL is refused or halted by the relevant authorities or property owners for any reason, or if there is a risk that euroAWK's right to use the property on which the BB, BG, MB/CL is located, or if the advertising space on which the advertising poster is posted/displayed is completely destroyed during the advertising campaign, the contract or confirmed order regarding the rental of BB, BG, MB/CL concluded between euroAWK and the client due to impossibility of performance. The client is entitled to compensation for damages; the client and euroAWK hereby agree that, in such a case, the client will be compensated for the rental of BB, BG, MB/CL exclusively through installation on another BB, BG, MB/CL of equivalent advertising value.

X. Force Majeure

1. In the event of force majeure (vis maior), particularly the impact of adverse weather conditions, strikes, civil unrest, natural disasters, power outages caused by third parties, a ban on access to BB, BG, MB/CL for any reason, traffic restrictions, riots, and other disturbances and events that cannot be prevented, events occurring through no fault of euroAWK or a third party involved in the performance of the contract, including issues for which these parties are not responsible, euroAWK is exempt from the obligation to fulfill the confirmed order or contract to the extent and for the duration of the resulting consequences. euroAWK is under no obligation to compensate for such a failure at a later date in any way, including financially.
2. The term "adverse weather conditions" means:
 - rain at the time of installation or prior to the requested installation date, resulting in soaked advertising surfaces,
 - strong winds lasting more than 2 days starting from the installation date,
 - during the winter months, a temperature of -5°C or lower, lasting more than two days starting from the installation date,
 - other exceptionally adverse weather conditions.

XI. Liability for Damages

1. euroAWK is liable to the customer for damages caused by a breach or neglect of its obligations under these General Terms and Conditions.
2. euroAWK shall be relieved of liability for damages if it proves that it did not cause the damage (subjective liability).
3. euroAWK is not responsible for ensuring that the structures on which BB, BG, MB/, and CL are placed will remain in continuous operation during the agreed rental period.

4. euroAWK is responsible for replacing damaged or untimely replaced posters only up to the number of replacement advertising posters received.
5. euroAWK shall not be liable for damage to or destruction of advertising posters if such damage or destruction occurred through no fault of its own—i.e., as a result of any extraordinary events, the actions of a third party, force majeure, or the consequences of natural disasters, catastrophes, etc.

XII. Rental Cancellation Fees

1. The Client is entitled to withdraw from a confirmed order or a concluded contract (even without providing a reason) without paying cancellation fees no later than 3 months before the start of the agreed rental period for the advertising equipment. If the client withdraws from a confirmed order or a concluded contract after this deadline, euroAWK is entitled to charge the client the following cancellation fees:
 - a) for BB, BG, MB
 - between the 90th and 45th day—including the 45th day—prior to the start of the rental period: 50% of the total price of the canceled spaces,
 - from the 44th day before the start of the rental period: 100% of the total price of the canceled spaces.
 - b) For CL
 - between the 90th and 45th day—including the 45th day—prior to the start of the rental period: 75% of the total price of the canceled spaces,
 - from the 44th day prior to the start of the rental period: 100% of the total price of the canceled spaces.
2. Withdrawal from a confirmed order or a concluded contract must be in writing and properly delivered to euroAWK within the time limits specified in paragraph 1 of this article.
3. If a discount on the rental price is applied, which is contingent upon a long-term lease, the client agrees to comply with the pre-agreed rental period. In the event of withdrawal from a confirmed order or concluded contract prior to the agreed end of the campaign, or in the event of withdrawal by euroAWK due to non-payment of rent pursuant to Article IX, Section 3, the client is obligated, no later than 7 days after the issuance of the final invoice, to pay euroAWK not only the agreed-upon rental price but also the remaining amount—i.e., the amount of the discount provided—for the entire rental period.

XIII. Miscellaneous

1. Further leasing or assignment of the ordered and reserved spaces to a third party without the consent of euroAWK is prohibited.
2. euroAWK is authorized to report to the relevant legal entities that monitor advertising costs across all traditional media the number of posters to be displayed, including information on the poster format and type of display (general, total number of display locations, or a specific selection of locations for the purpose of monitoring costs associated with poster display).
3. The Client acknowledges that euroAWK, as the data controller, processes the Client's personal data in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data. The Client may review information regarding the processing of personal data and the rights of the data subject on the euroAWK website at www.euroawk.sk in the section titled "Information on the Processing of Personal Data and the Rights of the Data Subject."

XIV. Final Provisions

1. Provisions supplementing or amending these General Terms and Conditions that are specified in the confirmed order or in the concluded contract shall take precedence over these General Terms and Conditions.
2. Matters not covered by these GTC shall be governed by the relevant provisions of the laws of the Slovak Republic, in particular the Commercial Code and the Civil Code, including their implementing regulations.
3. All disputes arising from or related to this contract shall be finally resolved by the General Arbitration Court of the Slovak Republic, Dunajská 8, 811 08 Bratislava, Company ID No.: 37814681, with final and binding effect by a single arbitrator appointed by the arbitration court in accordance with the court's internal rules, with the court retaining the option provided for in Section 22a(1) of Act No. 244/2002 Coll.
4. In the event that individual provisions of these General Terms and Conditions are invalid or become invalid, the validity of the remaining provisions shall not be affected. In such a case, the contracting parties shall agree on a substitute provision that corresponds to the intended economic purpose. The same applies to any gaps in the provisions.
5. euroAWK reserves the exclusive right to amend and supplement these GTC; any such amendment or supplement must be made in writing. The new version of the GTC will be published on the website <http://euroawk.sk>.
6. These General Terms and Conditions shall enter into force and become effective on July 1, 2026, for an indefinite period, thereby superseding the General Terms and Conditions of euroAWK valid as of August 1, 2020.