



## CONDITIONS OF SALES

### **1 RENTAL AGREEMENT OF ADVERTISING PLACE**

The specified advertising places within the quotes are subject to availability, therefore Mediateko Oy reserves the right, irrespective of the quote, make an agreement of the specified advertising place with a third party, as long as the recipient of the quote has not informed Mediateko Oy about the acceptance of the quote. The agreement is considered to be concluded when the buyer or his representative confirms the acceptance of the quote in writing or other verifiable way.

### **2 CANCELLATION OF THE AGREEMENT**

In the case of buyer cancellation while the campaign is under agreement, Mediateko Oy will invoice the buyer 20 % of the price of the cancelled agreement. If the buyer cancels the campaign under the agreement later than twelve (12) weeks before the beginning of the advertising campaign, Mediateko Oy will invoice the buyer the total price of the agreement. The cancellation must be done in writing.

### **3 PRICES AND INVOICING**

Mediateko Oy has the right to change the prices of the agreement at the beginning of a new agreement period. Mediateko Oy will inform the buyer about price changes before the beginning of a new agreement period. Then, the buyer has the opportunity to terminate the agreement at the end of the agreement period. If the agreement is not terminated, Mediateko will send an invoice at the beginning of the new agreement period according to the new prices.

### **4 TERMS OF PAYMENT**

The term of payment is fourteen (14) days net from the beginning date of the campaign, unless otherwise agreed. Penalty interest on the late payment will be charged according to the interest law (633/1982) in force.

### **5 DELIVERY OF ADVERTISING MATERIAL**

Finalized advertising materials for the digital media should be delivered at least three (3) working days before the beginning date of the campaign. Print materials for the standardized media equipment should be delivered ten (10) working days before the beginning date of the campaign. Print materials for special ad places (e.g. gondolas, chair lifts) should be delivered to Mediateko at least fifteen (15) working days before the beginning date of the campaign. The mounting schedule for the advertising places can change + / - 48 hours, for reasons independent of Mediateko Oy, such as: maintenance work, traffic arrangements, weather, or other reasons. If the customer has the advertising material printed himself, the customer is responsible for delivering the material freely to the advertising locations of the campaign ten (10) working days before the beginning date of the campaign. If the advertising material differs from the standards of Mediateko Oy and therefore causes additional costs, the customer is responsible for those costs. If the advertising material is delivered later than the dates mentioned above, Mediateko Oy will



neither guarantee their mounting in time, nor is obliged to compensate the advertising time lost or to perform other compensation for the delay. The customer is responsible for that the materials delivered do not differ from the material instructions. If digital materials are delivered after the delivery date mentioned above, and they do not comply with the material instructions, Mediateko Oy has the right to charge the customer for the costs caused by editing or converting of the material.

## **6 DAMAGE TO THE ADVERTISING MATERIAL**

If the material of the customer breaks down during the campaign, Mediateko will be responsible for the costs caused by production and mounting of the new material concerning that campaign.

## **7 CONTENT OF ADVERTISING**

In outdoor advertising, the international basic rules of advertising are in force, solutions made by Central Chamber of Commerce and The Council of Ethics in Advertising, and the precedents given by product control of the social and health care, should be taken into account. Advertising should not be contrary to good practice. In the agreements concluded with partners and authorities, Mediateko Oy is committed to removing offending advertisements from its media, if required. If a customer campaign must be interrupted for these reasons, Mediateko Oy is not obliged to compensate costs or losses caused by this to the customer.

## **8 LIMITATION OF LIABILITY**

Mediateko Oy is not liable to the customer for any indirect or consequential damages, such as lost profit or third party requirements. Limitation of liability does not apply to damages caused intentionally or by gross negligence.

## **9 FORCE MAJEURE**

Mediateko Oy is not responsible for delays and damages caused by force majeure. As such is regarded a reason that is beyond the control of Mediateko Oy and that cannot reasonably be required to take into consideration when concluding the agreement, and that prevents Mediateko Oy from fulfilling its obligations under the agreement, without Mediateko Oy being able to remove such an obstacle by reasonable efforts or costs. As force majeure is regarded in force in the case of: war, rebellion, internal riot, labour dispute, natural catastrophe, fire, import ban or another act of the authority, interruption of public transport or energy distribution. In addition any Strike, blockade, boycott or another industrial action is regarded as force majeure also when the contracting party itself is a target of it, or involved in it. Force majeure encountered by a subcontractor of Mediateko Oy is also considered to be a reason for discharge from responsibility, if subcontracting cannot be purchased elsewhere without unreasonable costs or essential delay.

## **10 TRANSFER OF AGREEMENT**

Mediateko Oy has the right to transfer any agreement made with the customer with its rights and obligations to another company.



## **11 ILLUMINATION AND ACTIVE TIME**

If the advertising surface is digital or illuminated, Mediateko Oy is not responsible for any disruption in the distribution of electricity or in Internet connections.