A photograph of a radio studio. In the center, a man with grey hair and a beard, wearing headphones and a plaid shirt, is smiling. To his left, a woman with long blonde hair, also wearing headphones, is seen from the back. To his right, another man is seen from the back, wearing headphones and a dark jacket. They are all in front of microphones. In the background, there are signs for 'NPO 5' and 'Vakanties'. A blue semi-transparent banner is overlaid across the middle of the image.

# GENERAL TERMS AND CONDITIONS

2023 radio / television / online



This translation is being provided for the user's convenience only. The original Dutch text will be binding and will prevail in the event of any discrepancy or conflict between the original and its English translation.

## ARTICLE 1 DEFINITIONS

**Paragraph 1** In these General Terms and Conditions the following are taken to be understood as:

- ▶ **“Advertiser”**: he who markets the product, the service or product group for which a Commercial Message is provided for Broadcast/Placement.
- ▶ **“Advertising Slot”**: the entire sequence of advertising and/or teleshopping messages broadcast within a certain period on linear distribution channels of the national public media institutions, which is distinctly distinguishable from the other content of the programme offer by visible or audible framework.
- ▶ **“Advertising Space”**: advertising space for broadcast/placement of one or more Commercial Messages.
- ▶ **“Agency”**: a media agency that, in its own name or on behalf of the Advertiser, enters into an Agreement for the benefit of the Advertiser.
- ▶ **“Agreement”**: an agreement between Ster and the Contracting Party regarding the purchase of Advertising Space by the Contracting Party and the broadcast/ placement of one or multiple Commercial Messages by Ster, including the Terms and Conditions.
- ▶ **“Application”**: an application for the purchase (reservation) of Advertising Space, for the broadcast/placement of one or more Commercial Messages.
- ▶ **“Application Confirmation”**: document in which Ster confirms in writing (which is also taken to mean: electronic) to agree with the Application.
- ▶ **“Broadcast/Placement”**: the broadcasting or placing of a Commercial Message.
- ▶ **“Broadcast/Placement Cycle”**: a period of one or more calendar month(s), in which broadcasting time/ placement space for Commercial Messages can be booked.
- ▶ **“Broadcast/Placement Date”**: the date agreed for the Broadcast/placement of a Commercial Message.
- ▶ **“Broadcast/Placement Instruction”**: an electronic document, in which the Contracting Party has specified in writing which Commercial Message Ster must broadcast/place on radio, TV and/or digital media on the Broadcasting/Placement date or dates, stating the Ster number (a unique number that Ster allocates to a product or service of an Advertiser) and the commercial code (a unique code allocated to a Commercial Message).
- ▶ **“Broadcast/Placement Rate”**: the actual amount owed to Ster by Contracting Party arising from the Agreement, which is to mean the net amount stated in the Agreement, adjusted to any Market Index, minus any discounts and including sales tax.
- ▶ **“Commercial Message”**: a commercial expression consisting of images and sound, intended for disclosure to the public on the Ster network and/or in Commercial Slots provided by Ster on radio and/or television for the benefit of the Advertiser.
- ▶ **“Contracting Party”**: the Party (Advertiser or Agency) who enters into an

agreement with Ster.

- ▶ **“Cookies”**: cookies, javascripts, webbeacons and other technological measures placed and/or read out in the connected devices of an Internet user (such as computer, laptop, telephone or other mobile device).
- ▶ **“Dutch Advertising Code”**: the Dutch Advertising Code including all specific advertising codes.
- ▶ **“General Terms and Conditions”**: these Ster General Terms and Conditions.
- ▶ **“GRP”**: One Gross Rating Point (GRP) equals one per cent of viewing or listening ratings within the Target Group described by Contracting Party in the Application.
- ▶ **“Index (/Indices)”**: a surcharge and/or discount on the rate for the purchase of Advertising Space and the broadcast/placement of Commercial Messages there within.
- ▶ **“Market Index”**: Index related to the developments in the advertising market that is published periodically by Ster at [www.ster.nl](http://www.ster.nl).
- ▶ **“Personal Data”**: personal data as defined in the General Data Protection Regulation.
- ▶ **“Purchase Brochure”**: the brochure that is published annually by Ster through various channels including [www.ster.nl](http://www.ster.nl), containing an overview of options for the purchase of Advertising Space, in which Rates, Indices and exceptional terms and conditions are specified and to which appendices may form an integral part.
- ▶ **“Rates”**: the rates for the purchase of Advertising Space, determined by Ster and published in the Purchase brochure and/or at [www.ster.nl](http://www.ster.nl).
- ▶ **“Ster”**: Stichting Etherreclame, Radio and Television Advertising Foundation

domiciled and with offices in Hilversum, registered with the Chamber of Commerce under number 32023562.

- ▶ **“Ster Network”**: the digital distribution channels of the national, regional and local public media institutions accessible to third parties on which Ster can place Commercial Messages.
- ▶ **“Target Group”**: The audience to be reached with a Commercial Message, that is described using social and demographic variables such as age, gender and social class, as described in the Purchase Brochure.
- ▶ **“Technical Requirements”**: the technical submission specifications determined by Ster for Commercial messages; to be found at [www.ster.nl](http://www.ster.nl).
- ▶ **“Terms and Conditions”**: the whole of the General Terms and Conditions, Terms and Conditions of Sale, Purchase Brochure and the Rates and Indices, as published at [www.ster.nl](http://www.ster.nl).
- ▶ **“Terms and Conditions of Sale”**: the Ster Terms and Conditions of Sale for radio, TV and online media of Ster respectively, as published at [www.ster.nl](http://www.ster.nl).

**Paragraph 2** In these General Terms and Conditions any reference to the singular is also taken to understand a reference to the plural and vice versa, unless the context implies otherwise.

## ARTICLE 2 APPLICABILITY AND AMENDMENT TERMS AND CONDITIONS

**Paragraph 1** Ster decides with whom they shall or shall not enter in to an Agreement. By entering into an Agreement with Ster the Contracting Party accepts the applicability of the provisions from the Terms and Conditions, which then become a part of the Agreement. These Terms and Conditions apply to all Agreements between Ster and a Contracting Party, the manner of conclusion and the execution thereof. Applicability of General Terms and Conditions of Contracting Party are hereby expressly discarded. Ster shall never be bound by Agreements or provisions deviating from these Terms and Conditions regardless whether it concerns exceptional agreements or provisos or General Terms and Conditions within the meaning of Article 6:231 of the Dutch Civil Code, if and when they have not been expressly accepted in writing signed by Ster, regardless of the manner in which the Agreement was entered into.

**Paragraph 2** In the event of any conflict the provisions of the Agreement shall prevail over those of the Terms and Conditions of Sale. The provisions of the Terms and Conditions of Sale take precedence over the provisions of the Purchase Brochure and the latter in turn take precedence over the provisions of the General Terms and Conditions.

**Paragraph 3** Ster reserves the right to unilaterally amend the Terms and Conditions. The amended Terms and Conditions take effect the moment they are published at the

website of Ster ([www.ster.nl](http://www.ster.nl)), or, in the case of current Agreements, the moment of personal delivery, regardless of the provisions of Article 11.

**Paragraph 4** To Contracting parties of current Agreements Ster shall provide the amended Terms and Conditions by sending the amended Terms and Conditions to the contact details with which previous communication with Contracting Party regarding the Agreement took place.

**Paragraph 5** If and when a provision from the Terms and Conditions proves invalid or ineffective based on imperative law or a court ruling, then this does not affect the validity of the other provisions of the Agreement. The parties of the Agreement shall replace the provision in question with a new provision, of which the portent corresponds with that of the original provision as far as possible.

**Paragraph 6** Ster may never be bound by errors or misprints in the Purchase Specifications, Indices and Rates.

## ARTICLE 3 THE CONTRACTING PARTY

**Paragraph 1** If and when an Agreement is entered into through involvement of an Agency, it is assumed that the Agency is acting on the instructions of the Advertiser, yet on its own behalf. The Agency is the Contracting Party and guarantees it shall provide the Advertiser with a copy of the Agreement, the Terms and Conditions and invoices from Ster and that it shall instruct the Advertiser in such a manner that the Advertiser enables the Agency to comply with all the obligations from the Agreement and the Terms and Conditions. Ster is authorised to provide Advertiser, upon his request, with a copy of the Agreement, the Terms and Conditions and/or invoices from Ster directly.

**Paragraph 2** Whenever an Agency acts on behalf of Advertiser, Advertiser or the Agency must provide a proper mandate agreement or a valid proxy. The reliability of this mandate agreement or proxy must be proven to the satisfaction of Ster. If and when a proper proxy or mandate agreement to act on behalf of Advertiser is provided, Advertiser is the Contracting Party.

Agency together with the Advertiser on whose behalf it acted is jointly and severally liable for the whole to Ster for compliance of the obligations resulting from the Agreement.

## ARTICLE 4 TRANSFERABILITY OF RIGHTS AND AMENDMENT AGENCY

**Paragraph 1** Rights and obligations of Contracting Party from Agreements with Ster are only transferable to third parties after prior written consent by Ster.

**Paragraph 2** If and when an Agency has entered into an Agreement with Ster on behalf of the Advertiser and the Advertiser wishes to replace the Agency with another Agency in the interim of the Agreement, then this requires prior written consent by Ster. Ster shall not withhold said consent without reasonable grounds. A reasonable ground for withholding consent is the refusal of the new Agency to accept liability jointly and severally alongside the Advertiser for the performance of all obligations resulting from the Agreement.

**Paragraph 3** Ster may attach terms and conditions to the consent as referred to in Paragraph 1 and 2.

## ARTICLE 5 THE APPLICATION

**Paragraph 1** The manner in which and the terms and conditions on which Advertising Space may be purchased will be announced in the Terms and Conditions. The Contracting Party may subsequently submit an Application. In the Application the Contracting Party must provide all information required by Ster for correct processing of the Application. Information which must at least be provided in the Application and which is a condition for broadcast/placement of Commercial Messages:

- ▶ the name or names of the Advertiser or group of Advertisers to whose benefit the Commercial Message is to be broadcast of placed;
- ▶ the name of the product and/or the service which is promoted in the Commercial Message (or, to be determined in consultation with Ster and on exceptional terms and conditions to be determined by Ster, the product group);
- ▶ if and when the product or service is marketed under a particular brand or under a particular name: that brand or that name;
- ▶ in which manner and with which purchase option the purchase is being made;
- ▶ campaign period for which Advertising Space is purchased and budget;
- ▶ length of the Commercial Message(s) and, in case of purchase based on Gross Rating Points, the Target Group.

## ARTICLE 6 THE AGREEMENT

**Paragraph 1** Ster broadcasts Commercial Messages at the instruction of the Contracting Party upon the payment of the Broadcasting/Placement rate, as agreed by Ster and the Contracting Party. The Contracting Party applies for Advertising Space in advance.

**Paragraph 2** After receipt of one or more Applications Ster determines whether Advertising Space is available. If and when the supply is no longer sufficient, or a purchase option or time period is (temporarily) unavailable, Ster shall notify Contracting Party as soon after the Application as possible.

For the sale/reserving of Advertising Space Ster upholds rules of priority as laid down in the Terms and Conditions of Sale. Ster reserves the right to set further rules of priority or to deviate from set rules entirely as it sees fit.

**Paragraph 3** If and when Advertising Space is available and the Application/Applications otherwise meets/meet the requirements as published by Ster, Ster shall send the applicant an Application Confirmation. The receipt of the Application Confirmation by Contracting Party, establishes an Agreement between Ster and Contracting Party regarding the reservation of Advertising Space and the ensuing broadcast/placement of the Commercial Message(s).

**Paragraph 4** Exclusively in cases in which the confirmation of the Application cannot be done in writing due to urgency, the Agreement is entered into the moment Ster confirms the application verbally. In this event Ster will always also confirm the Agreement in writing and despatch it electronically at the earliest opportunity.

**Paragraph 5** When accepting an Application for a particular Commercial Message Ster may lay down further conditions regarding the time and/or placement moment or placement environment or the content of the Commercial Message.

**Paragraph 6** Ster is authorised to refuse, without any obligation to compensate, an Application or the instruction for broadcast/placement of a Commercial Message;

- ▶ if it, within reason, does not appear permissible in the sense described in Article 9;
- ▶ if the Broadcast/Placement could (otherwise) prejudice the interests of Ster itself, the national, regional or local media services or of Ster's Advertisers or a group of Advertisers;
- ▶ or the Application or Broadcast/Placement instruction or the content of the Commercial Message (otherwise) does not meet the Conditions.

An Application is at least deemed conflicting with the interests of Ster when the Target Group stated in the Application is in the opinion of Ster not suitable to the product or service of the Advertiser.

When deciding this, Ster will for example proceed on the basis of the rules and

principles of the Dutch Advertising Code, the 2008 Media Act and the policy regulations of the Media Authority. In addition, Ster will be guided by that which it believes is appropriate to the nature of the broadcasts/placements for which Ster is editorially responsible and which it is willing to provide, in all reason, as it sees fit.

**Paragraph 7** Ster is not liable for any damage suffered by the Contracting Party and/or a third Party resulting from misunderstandings regarding the content and execution of the Agreement caused by the Contracting Party not receiving, not receiving timely, or not receiving completely notifications or information from Ster. Contracting Party shall indemnify Ster for any claims by third parties for compensation of such damage.

**Paragraph 8** The Contracting Party recognises that the public media institutions for which Ster provides the Commercial Messages are editorially independent and that neither Ster nor the Advertiser can influence the editorial decisions by these public media institutions.



## ARTICLE 7 SUBMITTING BROADCASTING/PLACEMENT INSTRUCTIONS AND COMMERCIAL MESSAGES

**Paragraph 1** The Contracting Party must submit the Broadcast/Placement Instruction to Ster in writing (using the electronic document intended for that purpose) at the latest three working days prior to the first Broadcast/Placement Date recorded on said form, unless deviating provisions have been included in the Purchase Brochure.

**Paragraph 2** Ster will execute amendments to a Broadcasting/Placement Instruction on the basis of a written application to that effect submitted by the Contracting Party. Amendments in the Broadcast/Placement Instructions may be requested at no cost prior to the cancellation periods referred to in Article 13 of these General Terms and Conditions. Amendment requests after these periods are covered by the cancellation policy in Article 13.

**Paragraph 3** Commercial Messages must be submitted to Ster in compliance with the Agreement, including within the applicable submission period and according to the Technical Requirements for the relevant medium, as published by Ster and available at [www.ster.nl](http://www.ster.nl).

**Paragraph 4** If and when Ster does not receive the Broadcast/Placement Instruction or the Commercial Message timely or not completely or otherwise not in compliance with the Agreement, Ster shall be at liberty to Broadcast/place a Commercial Message previously received for the product or service stated in the Agreement of the length agreed for the benefit of the Contracting Party. Ster is not liable for any damage caused to Contracting Party resulting from this Broadcast/Placement. If and when such an alternative Commercial Message is not available at Ster, Ster may choose to cancel the Broadcast/Placement.

**Paragraph 5** In the event a Broadcast/Placement is cancelled pursuant to the provisions of this Paragraph 4, the Contracting Party will forfeit the agreed Broadcast/Placement Rate in full. Filling the broadcasting time that has become available with a Commercial Message from another Advertiser shall be without prejudice to the obligation to pay of Contracting Party. Ster has the right to re-allocate the commercial slots that become available as a result as it sees fit.



## ARTICLE 8 SUBMITTING STORYBOARDS, SCRIPTS AND MATERIAL FOR APPROVAL

**Paragraph 1** At the request of a Contracting Party Ster shall give its opinion on the permissibility of storyboards, scripts, texts, working recordings, other components, drafts of/or complete or partial Commercial Messages.

**Paragraph 2** The material submitted for approval must be made available in such good time that Ster is able to give its opinion in good time.

**Paragraph 3** The above provisions of this Article shall be entirely without prejudice to the obligations of the Contracting Party under the Agreement and specifically to the own responsibility for the (correct) form and content of the Commercial Message, as stated in Article 9 Paragraph 3.

## ARTICLE 9 CONDITIONS FOR COMMERCIAL MESSAGES; THIRD PARTIES' RIGHTS

**Paragraph 1** Without prejudice to the remaining provisions in these General Terms and Conditions, in particular but not restricted to the provisions in Article 6 Paragraph 6 and Article 19 Paragraph 3, the Contracting Party guarantees that:

- ▶ (the Broadcast/Placement of) the Commercial Message does not breach any law or statutory rules and regulations and generally applicable advertising standards including the 2008 Media Act, the Dutch Advertising Code and the Kijkwijzer system (NICAM: Netherlands Institute for the Classification of Audio-visual Media);
- ▶ the Commercial Message does not entail any act which constitutes an infringement or breach of any intellectual property (including copyrights and/or trademark rights) or any other right;
- ▶ the Contracting Party in the broadest sense of these words is authorised to Broadcast/Place and/or to reproduce the Commercial Message or to have this done in accordance with these General Terms and Conditions.
- ▶ the information required regarding the music or other material protected under the copyright protection act which is a part of a Commercial Message submitted for Broadcast/Placement, timely and in full, in accordance with the relevant rules and submission procedures as upheld by the relevant collective management organisations for copyright and neighbouring rights.
- ▶ the Broadcast/Placement of the Commercial Message is also otherwise permissible;
- ▶ The above applies not only to the images, but also to the spoken words, the music or any other sound.

**Paragraph 2** Contracting Party gives Ster and the public media institutions the right to make public the Commercial Message under the terms of the Agreement. In addition Contracting Party gives Ster the right to make public the Commercial Message, or a part thereof, in connection with the Gouden Loeki election or the promotion of advertising in general through digital platforms managed by Ster. Contracting Party also gives Ster the right to donate the Commercial Message or a part thereof to the Nederlands Instituut voor Beeld en Geluid (Dutch Institute for Media Culture) for the purpose of archiving and conservation. Contracting Party thereby gives both Ster and the Nederlands Instituut voor Beeld en Geluid the right to duplicate or have duplicated and make public the Commercial Message for educational, cultural and research purposes. Contracting Party may notify Ster of any objections to making public or duplicating its Commercial Message for the purposes laid down in this Paragraph in writing through an e-mail to [ster@ster.nl](mailto:ster@ster.nl).

**Paragraph 3** The Contracting Party is in all cases exclusively responsible for the form and content of the Commercial Message and the consequences of non-compliance with the Terms and Conditions, and for the consequences of breaching the relevant law or statutory rules and regulations or advertising standards. Ster cannot be held liable for any defect, any inaccuracy of or incompatibility with the Terms and Conditions or law or statutory rules and regulations in the Commercial Message submitted by or on behalf of Contracting Party.

**Paragraph 4** If and when in the opinion of Ster a Commercial Message that has been submitted does not comply with the requirements laid down in the Terms and Conditions, this Commercial Message shall be refused for Broadcast/Placement.

Ster is not liable for any damage resulting from the refusal. Ster shall notify the Contracting Party of the refusal. The Contracting Party is notified of the refusal. If and when the noncompliance with the requirements laid down in the Terms and Conditions can be simply remedied, Ster will also state as much. The present Paragraph 4 does not affect the provisions laid down in Paragraph 3. Contracting Party can derive no rights from any assessment and/or Broadcast of a Commercial Message by Ster.

**Paragraph 5** All (meta) data relating to the Broadcast/Placement of the Commercial, including – but not limited to – net and gross sales rates, indices, tables (including purchase options, date, channels, time and blocks) are communal property of Ster and Contracting Party. Third parties may only have access to and/or process this data when Ster and Contracting Party give explicit permission thereto.

## ARTICLE 10 RESTRICTION OF THE BROADCAST/ PLACEMENT

If and when in the course of an Agreement a Broadcast/Placed or yet to be broadcast/placed Commercial Message is no longer permissible in the sense of Article 9, or if and when Ster has reasonable grounds to assume that a Commercial Message will no longer be permissible, Ster is authorised to terminate the Broadcast/Placement with immediate effect. Ster is not required to compensate any damage caused by such a termination, unless Ster should not have in reason decided to terminate the Broadcast/Placement.

## ARTICLE 11 RATES AND INDICES

**Paragraph 1** The Rates that Ster charges for the Broadcast/Placement of Commercial Messages are in principle determined once per month for television and once per quarter for radio and digital media. They shall be published in the Purchase Brochure and/or at [www.ster.nl](http://www.ster.nl).

**Paragraph 2** Indices applied to the Rates, are published in the Purchase Brochure and/or at [www.ster.nl](http://www.ster.nl). Market indices are in principle determined monthly and published at [www.ster.nl](http://www.ster.nl).

**Paragraph 3** Ster reserves the right to amend these Rates and/or Indices during the period to which rates and/or Indices apply, if it has reasonable grounds for doing so. These amendments shall be announced through a mailing and/or at [www.ster.nl](http://www.ster.nl). Amended Rates or Indices shall never affect any Agreements that have already been concluded.

**Paragraph 4** If and when Contracting Party has applied for Advertising Space at a fixed Rate per Commercial Message (and therefore not at payment per GRP), then Ster may, in derogation of the final sentence of Paragraph 3 amend the Rate during the term of the Agreement in the exceptional circumstances mentioned below and under the terms and conditions formulated below.

**Paragraph 5** If a Broadcast/Showing of a special event or a special program that was not initially included in the programming, or if a programme on a supply channel of the national, regional and local public media institutions, achieves an unexpectedly high viewing figure as a result of which a disproportion arises between the GRPs achieved and the fee for the Broadcasting/Showing of the Commercial Message, Ster reserves the right to adjust the Rate for the Commercial Block that fall immediately before or after or in the programme. Ster will inform the Contracting Parties concerned of the Rate Adjustment referred to in this Paragraph 5 at least two hours before the Broadcast/Show. If Ster exercises this right, the Contracting Party has the right to inform Ster whether or not it wishes to continue the Broadcast/Show at this adjusted rate. If the Contracting Party does not wish a Broadcast/Show at the adjusted rate, Ster will make every effort to arrange the Broadcast/Show in a similar Commercial Block to be agreed upon.

**Paragraph 6** If and when a website or placement space is opened for a special event, which had originally not been provided for on the Ster Network, Ster reserves the right to determine the Rates for this Commercial Message on the Ster network without basing it on the Purchase Brochure.

**Paragraph 7** All Rates and prices stated by Ster are excluding sales tax (BTW), which is borne by the Contracting Party.

## ARTICLE 12 INVOICING/PAYMENT

**Paragraph 1** The Broadcast/Placement Rate is invoiced by Ster to Contracting Party monthly. Invoicing takes place on every tenth day of the month, or the following working day, for the broadcasts from the previous month. Ster must be in receipt of the invoice sum at the latest 30 days after the invoice date.

**Paragraph 2** Ster may at any moment, when it deems this reasonable, request payment in advance or a security deposit. Ster deems payment in advance or provision of security deposit by Contracting Party at least reasonable, if and when the outstanding invoice amount is not covered or not covered in full by the credit insurance company of Ster.

**Paragraph 3** After expiration of the payment term stated in Paragraph 1 Contracting Party is in default, without a notice of default being required.

**Paragraph 4** Ster is entitled to upon commencement of default increase all amounts payable with the statutory commercial interest for each month or part thereof that the Contracting Party is in default. Furthermore all legal and other costs incurred by Ster in connection with the collection of the claim against Contracting Party, including collection costs, shall be borne by Contracting Party. The collection costs are set at 15% of the amount payable. Payment of the amount payable is first deducted from any collection costs incurred, then from the interest owed and finally from the original invoice amount.

**Paragraph 5** Contracting Party is not permitted to set off a claim against Ster against outstanding invoices from Ster.

**Paragraph 6** In the event of overdue payment or the failure to provide security promptly, Ster has the right to suspend or cancel the (further) performance of its obligations under the Agreement with Contracting Party and therefore to terminate the Contract in terms of the portion which has not yet been performed. Suspension or termination by Ster does not relieve Contracting Party from its obligation of the payment in full under the Agreement.

**Paragraph 7** In the case of payment of the entire invoice amount at the latest on the tenth working day after the invoice date an entitlement to an early-payment discount is established, which consists of a percentage of the amount payable under the Agreement. Ster determines the percentage periodically and the Contracting Party is notified thereof in writing. The early-payment discount is calculated over the invoice amount.

**Paragraph 8** If and when Contracting Party submits the Application through the Media Buying Systems software or the customer portal of Ster, an entitlement to system discount is established, which consists of a percentage of the amount payable under the Agreement. The entitlement to system discount applies, and is calculated, per medium type (television, radio or online/the Ster network). Ster

determines the percentage periodically and the Contracting Party is notified thereof in writing. The system discount is deducted from the invoice amount before (excluding) sales tax.

## ARTICLE 13 CANCELLATION AND POSTPONEMENT OF BROADCASTING TIME AND PLACEMENT SPACE

**Paragraph 1** Contracting Party may cancel or move a portion of an Agreement which has not yet been performed (reservation of broadcasting time) up to three working days prior to the Broadcast / Placement date, with the exception of Paragraph 2 of this Article, at no cost. In the event of a cancellation or movement two working days or less prior to the Broadcast / Placement date, Ster has the right to charge 100% over the cancelled or moved Advertising Space. The date of the cancellation or move will be deemed to be the date on which Ster receives a written request to that effect.

**Paragraph 2** If and when over the period of one calendar month in excess of 25% of the Advertising Space reserved for an Advertiser is cancelled or moved, Ster has the right to charge a compensation of 15% over the cancelled and/or moved amount over 25%.

For example:

▶ Reservations September 2023:	€100,000
▶ Charged and/or moved:	€30,000
▶ Uncharged (25% of €100,000):	€25,000
▶ Cancellation costs (15% of € 5,000):	€750

**Paragraph 3** Any sums payable to Ster pursuant to this Article will be invoiced in the manner described in Article 12 and increased with sales tax. Ster has the right to re-allocate any Advertising space that has become available entirely as it sees fit.

## ARTICLE 14 LIABILITY FOR THE BROADCAST/ PLACEMENT

**Paragraph 1** In accordance with the Broadcast/Placement instruction and with due observance of the provisions of these General Terms and Conditions, Ster shall endeavour to Broadcast/Place the Commercial Message provided for Broadcast/Placement on the agreed date and time and/or within the agreed environment.

**Paragraph 2** If and when a Broadcast/Placement does not take place or not in full, an alternative message is Broadcast/Placed than agreed upon and stated in the Broadcast/Placement Instruction, or the broadcast/placement does not take place on the date and time originally determined (whereby a margin of c.a. one hour may be maintained) or in the environment originally determined, then Ster shall invest all reasonable efforts to ensure that Broadcast/Placement takes place at a later moment in an Advertising Space as equivalent to the Advertising Space originally determined as possible. Contracting Party may give written notification indicating this is not appreciated, in which case Ster shall repay/credit the broadcast sum. In the event of incomplete Broadcast/Placement the repayment/credit shall be in as far as possible in proportion to the area not covered and/or the degree of deterioration of the Commercial message.

**Paragraph 3** The Contracting Party must notify Ster of the defaults above in writing within 10 working days after the day of Broadcast/Placement and enclosing as much

documentation as possible. In the absence of such a written notification within the period stated, the Contracting Party will forfeit any rights or claims vis-à-vis Ster.

**Paragraph 4** The obligations of Ster under Paragraph 2 do not apply if and when Ster is able to prove that non or incomplete Broadcast/Placement, the Broadcast/Placement of an alternative message than agreed upon, or the Broadcast/Placement on an alternative date and time or in an alternative environment than originally agreed upon was not the fault of Ster or its employees. It is assumed that this is at least the case in the event in which this circumstance is at the expense and risk of the Contracting Party in accordance with the Terms and Conditions and in the circumstance in which the Commercial Message was not delivered or not delivered in accordance with the Agreement, including the Terms and Conditions and Technical Requirements.

**Paragraph 5** Any Liability of Ster above and beyond what is laid down in these General Terms and Conditions (including Article 14 Paragraph 2) is explicitly ruled out, barring those cases in which the Contracting Party proves that the default by Ster is a result of wilful intent or deliberate recklessness (gross negligence) by Ster. Any liability of Ster is at all times limited to the direct damage and up to a maximum of the amount directly related to the part of the Agreement not performed or performed incorrectly. Ster is never liable for indirect damage, such as operating losses, other

trading loss and/or consequential risk or damage caused by third parties.

**Paragraph 6** Ster is not liable for loss or damage of material submitted by the Contracting Party or third parties, unless there is a case of wilful intent or gross negligence by Ster.

**Paragraph 7** Any attributable default by Ster does not give Contracting Party the right to terminate its obligations under the Agreement unilaterally.

**Paragraph 8** The Contracting Party must indemnify Ster in full and upon first request against any direct and indirect damage which Ster suffers as a result of the Broadcast/Placement of a Commercial Message or as a result of the fact that the Contracting Party defaults in its performance of the Agreement with Ster. Contracting Party indemnifies Ster both at law and otherwise for all third-Party claims regarding the content of a Commercial Message and the Broadcast/Placement thereof and for all third-Party claims resulting from the attributable failure to perform and/or a breach of a guarantee from the Agreement by Contracting Party. If and when the damage was caused by or can be attributed to the Advertiser, the Contracting Party hereby indemnifies Ster in full for the compensation thereof.

## ARTICLE 15 FORCE MAJEUR AND UNFORESEEN CIRCUMSTANCES

**Paragraph 1** If and when Ster due to force majeure cannot meet its obligations resulting from the Agreement, it is entitled to suspend the performance of these obligations for the duration of the force majeure, without being bound to compensation of any resulting damage.

**Paragraph 2** If and when the force majeure has lasted for a period exceeding 30 consecutive days, then both the Contracting Party and Ster may terminate the Agreement, without being bound to compensation towards the other Party.

**Paragraph 3** Force majeure on the part of Ster exists if Ster is unable to fulfill its obligations under the Agreement due to circumstances that are beyond Ster's direct sphere of influence and cannot be attributed to Ster. Force majeure is in any case understood to mean a cyber attack or adjustment in the programming of the national, regional and local public media institutions.



## ARTICLE 16 TERM AND TERMINATION

**Paragraph 1** Each Agreement has a term as stated in the Application Confirmation.

**Paragraph 2** Ster reserves the right to (temporarily) suspend (a part of) the Agreement or to terminate effective immediately, if and when:

- a.** Contracting Party reaches a debt settlement with its creditors, Contracting Party is granted suspension of payments or its bankruptcy has been filed or declared;
- b.** A claim is attached to (a substantial part of) of the capital of Contracting Party;
- c.** The enterprise of Contracting Party is dissolved or otherwise ceases to exist;
- d.** The control within the enterprise of the Contracting Party changes significantly;
- e.** Contracting Party does not adhere to the provisions of Article 9 or 18
- f.** An amendment in rules and regulations and legislation, or a decision by the NPO prohibits the performance of (a part of) the obligations under this Agreement (temporarily and/or partially) or renders it impossible, excluding – but not limited to – new rules and regulations and legislation that limit the Advertising Space that Ster is able to offer;
- g.** Administrative enforcement activities by a competent authority, a decision by the NPO or a court ruling prohibit the performance of (a part of) the obligations under this Agreement (temporarily and/or partially) or renders it impossible.

In the case of sub a through to c the claims by Ster against the Contracting Party become immediately due and payable.

**Paragraph 3** Provisions that are by their nature intended to continue after the termination of the Agreement, shall after termination of the Agreement for whatever reason remain.

## ARTICLE 17 EXCLUSIVITY

Ster strives to provide industry exclusivity in Commercial slots, but offers no guarantee that Commercial Messages, promoting similar products or services, produced by competing Advertisers, are not Broadcast/Placed in one and the same Commercial slot.

## ARTICLE 18 COOKIES AND PERSONAL DATA

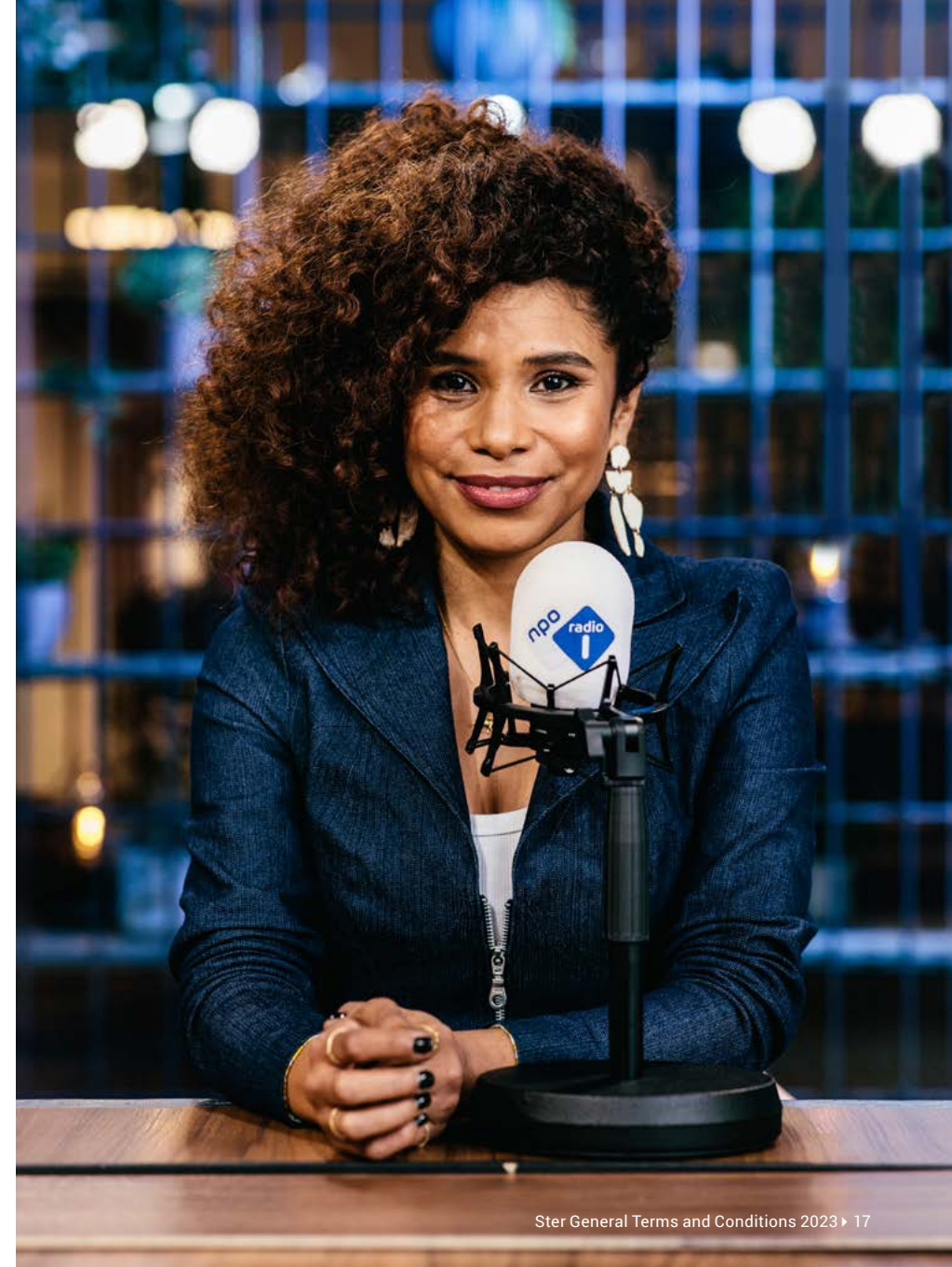
The Contracting Party is not permitted to place Cookies through a digital Commercial Message. The Contracting Party is also not permitted to process personal data of visitors to the Ster Network.

## ARTICLE 19 APPLICABLE LAW, DISPUTES

Any Agreements between Ster and the Contracting Party are subject to Dutch law. Any disputes arising from or in connection with the agreement between Ster and Contracting Parties or Advertisers will be settled by joint consent to the extent possible. If the parties cannot settle a dispute out of court, it will be submitted to the court with jurisdiction in Amsterdam.

## ARTICLE 20 PUBLICATION AND EFFECTIVE DATE

The present General Terms and Conditions have been published and are available for examination by any interested Party at the offices of Ster and at [www.ster.nl](http://www.ster.nl). Through publication on the website of Ster they have taken effect.





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## SOCIAL MEDIA

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 [sterreclame](https://www.facebook.com/sterreclame)

 [sterreclame](https://twitter.com/sterreclame)

 [sterreclame](https://www.instagram.com/sterreclame)

## WEBSITE

[ster.nl](https://ster.nl)

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