

# BurdaMedia Extra

BurdaMedia Extra s.r.o.

Přemyslovská 2845/43 • 130 00 Praha 3 • Tel. +420 221 589 411 • Fax. +420 296 521 368

---

## General Business Terms and Conditions of Advertising of BurdaMedia Extra s.r.o.

### **Preamble**

These General Terms and Conditions for the Provision of Advertising Space of BurdaMedia Extra s.r.o. Company ID No 152 73 598 (hereinafter the “Terms and Conditions”) govern all contracts for the provision of advertising space in one of the magazines published by BurdaMedia Extra s.r.o. (hereinafter the “Provider”), which concludes contracts in its own name on the provision of advertising space with persons interested in publishing an advertisement in the given magazine (hereinafter the “Clients”). These Terms and Conditions enter into force on 01 January 2024.

### **1 Advertising purchase orders**

1.1. The Clients may express their interest in securing advertising space in writing (including by email) or by telephone request for advertising space, which, however, shall not be considered a proposal for the conclusion of a contract. Upon receipt of the request, the Provider shall summarize the advertising reservation in a document that will specify in particular the advertising space requested by the Client, including the specific magazine and number in which the advertising space is to be provided, the extent of the advertising space, the price for the provision of the advertising space, and any other contractual conditions not contained herein (hereinafter the “Reservation”).

1.2. The reservation delivered to the Client is a draft contract for the provision of advertising space in accordance with the conditions specified in the Reservation. The Provider shall deliver the reservation to the Client by post, in person, by email or by fax.

1.3. If the Client agrees with the conditions in the Reservation, it shall confirm its consent to the Reservation in writing before the advertising closing date of the magazine’s relevant issue specified in the Reservation by post, in person, by email or by fax according to the contact details stated in the Reservation. Approximate dates of advertising closing date of individual issues of individual magazines are listed on the <http://burda.cz/cs/inzerce/ke-stazeni/tisk> website in the “Ke stažení” section. However, only the date stated in the Reservation is legally binding.

1.4. By timely confirmation of the Reservation in the manner specified in paragraph 1.3 of these Terms and Conditions, a contract shall be concluded for the provision of advertising space to the Client in accordance with the conditions described in the Reservation for the purpose of printing the advertisement delivered by the Client (hereinafter the “Contract”). If the Reservation is confirmed by the Client after the advertising closing date of the relevant issue of the given magazine, the Contract shall not be concluded upon its acceptance and delivery of the confirmation of its acceptance. Such confirmation of the

Reservation will be considered as the Client's proposal for a conclusion of the Contract, the acceptance of which the Provider may confirm in writing within seven days of the delivery, by post, in person, by email or by fax. If it fails to do so within the specified period, the Contract shall not be concluded.

1.5. The Client is not entitled to take back the receipt and confirmation of the Reservation or cancel it in manner other than as specified in section 2 Reservation cancellation of these Terms and Conditions.

1.6. The Client is not entitled to make any changes (deletions, rewritings or additions) to the Reservation before its confirmation. Such changes to the Reservation are considered a rejection of the draft Contract, they have no legal effects with regard to the Provider and they represent a new request to which the Provider may respond in a new Reservation, to which the procedure specified in paragraphs 1.1 to 1.4 of these Terms and Conditions applies.

1.7. If the Client is a media and advertising agency with which the Provider has concluded a framework cooperation agreement, the Provider shall also accept orders placed on the order form of these media and advertising agencies or on the breakdown of the Client's advertising campaign, provided they meet all the requirements of the Reservation. In such a case, contrary to paragraph 1.1 of these Terms and Conditions, the Client's request delivered by post, in person, by email or by fax shall be considered a binding order and a proposal for the conclusion of the Contract. By accepting the order in accordance with the first sentence in an unchanged form without deviations from the Provider, by post, in person, by email or by fax, the Contract is concluded. Any changes, deviations or counter-proposals stated in the order in accordance with this article by the Provider shall be considered a rejection of the draft Contract and they shall be as a whole considered a Reservation, the acceptance and confirmation of which shall be governed by the procedure specified in paragraphs 1.1 to 1.4 of these Terms and Conditions.

1.8. By concluding the Contract, the Contracting Parties terminate and replace all agreements concerning the subject-matter of the Contract (written or oral) made before the conclusion of the Contract. This does not affect the possibility of concluding several contracts simultaneously with different subject-matters.

## **2 Reservation cancellation**

2.1. The Client may cancel the Reservation (i.e. withdraw from the Contract) up to 35 working days before the planned date of publication of the advertisement, i.e. the planned date of dispatch of the given issue of the given magazine to the retail network specified in the Reservation as "sale" (hereinafter the "Advertisement Day"), without an obligation to pay a compensation. The Client may cancel the Reservation (i.e. withdraw from the Contract) only by a written notice of withdrawal from the Contract (hereinafter the "cancellation"), which must be delivered to the Provider. If several different advertising

spaces have been ordered through the Reservation, it is possible to cancel only a part of the Reservation.

2.2. Cancellation of the Reservation (withdrawal from the Contract) later than 35 working days before the Advertising Day is only possible by delivery of a written cancellation and payment of compensation in the amount of the price stated in the Reservation (including VAT) for all the cancelled advertising spaces for which the Advertising Day is less than 35 working days from delivery of the cancellation to the Provider. The Client must deliver the cancellation to the Provider in the manner specified for the delivery of the confirmed Reservation and it must pay the compensation no later than 5 days before the Advertisement Day.

2.3. If the Client has made a reservation for a precisely determined advertising position (i.e. all cases where the subject-matter of the Contract is the provision of advertising space defined not only by size but also by its location in the magazine, e.g. front and back cover, 1st advertising page, etc.), the Client is entitled to cancel the Reservation of this precisely determined advertising position (i.e. withdraw from the Contract) only by delivering a written cancellation and paying a compensation in the amount specified in the Reservation as the price (including VAT) of this precisely determined advertising position; that is in any case regardless of when the Reservation was cancelled. The Client must deliver the cancellation to the Provider in the manner specified for the delivery of the confirmed Reservation and it must pay the compensation no later than 5 days before the Advertisement Day.

2.4. The confirmed Reservation (i.e. the Contract) cannot be changed in any way. Any written request of the Client to “move” the advertisement from one issue of the magazine to another issue of the same magazine, to “move” the advertising to another magazine, to change the size of the ordered advertising space or to make any other change in the Contract shall be considered a cancellation of the original Reservation (withdrawal from the original Contract) by the Client, and for the cancellation to have an effect with regard to the Provider, the Client shall be obliged to pay the compensation in accordance with points 2.3 and 2.4 of these Terms and Conditions. Such requirements shall also be considered a new request, to which the Provider can respond by issuing a new Reservation.

2.5. In the event the Client uses the procedure specified in point 2.4. of these Terms and Conditions to cancel the original Reservation (i.e. withdraws from the original Contract), but also confirms by a signature of an authorised person and delivers to the Provider in time a newly issued Reservation of another advertising space to be provided in the same issue of the same magazine in which the advertising space was to be provided under the original Reservation, the Client shall not be obliged to pay the compensation. However, the provisions of this point shall apply only if the price for the provision of advertising space under the new Contract will be at least equal to the price for advertising space that was to be provided in the same issue of the same magazine under the original Contract. Otherwise, the amount of compensation shall be equal to the difference between the price for the advertising space that was to be provided in that issue of the given magazine under the original Contract and under the new Contract.

### **3 Price, payment terms and invoicing**

3.1. The Client is obliged to pay the Provider the price specified in the confirmed Reservation for the provision of advertising space.

3.2. Unless otherwise agreed between the Client and the Provider, the price for the provision of advertising space stated in the Reservation shall correspond to the Provider's price list valid on the day of delivery of the Client's request to the Provider. The Provider's current price list is published on the <http://burda.cz/cs/inzerce/ke-stazeni/tisk> website in the "Kestazeni" section. The Provider is entitled to change the price list at its own discretion at any time. The Provider shall always publish a new price list on the <http://burda.cz/cs/inzerce/ke-stazeni/tisk> website in the "Ke stazeni".

3.3. In the event of a discrepancy between the price stated in the Reservation and the price according to the Provider's price list or the agreement between the Provider and the Client, the Client is obliged to notify the Provider of this discrepancy without undue delay after it receives the Reservation. Shall the discrepancy between the price stated in the Reservation and the price list or the agreement be recognised by the Provider, the Provider shall issue a new Reservation with the correct price. If the Client confirms the Reservation, it loses the right to contradict and complain in any way about the amount stated in the Reservation and it shall be obliged to pay this price to the Provider.

3.4. The price for the provision of advertising space is payable within fourteen (14) days of the date of issue of the tax document (invoice) by the Provider, unless otherwise agreed by the Parties in advance. The price is always payable by non-cash transfer or deposit to the Provider's bank account, which is stated in the tax document (invoice). The Provider shall always issue the tax document no later than fifteen days from the Advertising Day. The day of the taxable supply is the Advertising Day or the day the tax document was issued, whichever occurs earlier.

3.5. The Provider may request payment in advance, especially from a Client who has never concluded a Contract on the provision of advertising space with the Provider in the past or who has not failed to fulfil its obligations under concluded Contracts properly and on time (especially if it has not duly and timely paid the agreed price for the provision of advertising space). Whenever the "payment in advance" clause or another clause of similar meaning is stated in the Reservation, the price for the ordered advertising space shall be payable in full in advance, no later than on the relevant advertising closing date specified in the Reservation. The Provider shall issue and send a pro-forma invoice to the Client. If the price of the advertising space is not paid at the latest on the date of the relevant advertising closing day specified in the Reservation, the Provider shall not be obliged to provide the ordered advertising space and publish the Client's advertisement on it. The Provider shall always issue the tax document with the settlement of the advance payment within fifteen (15) days from the date of the taxable supply.

3.6. If the Client is in arrears with the payment of the price for the provision of a certain advertising space, the Provider shall not be obliged to provide this Client with any additional advertising space and publish any other advertisement of the Client, whether the Contracts for the provision of such advertising space were concluded before or after the Client became in arrears with the payment of the price for another advertising space.

3.7. If the Provider does not provide a certain advertising space to the Client due to any delay of the Client in paying the price for the provision of advertising space and it does not publish the Client's advertisement on this advertising space, the Provider thus withdraws from the relevant Contract for the provision of this advertising space. At the same time, the Client is obliged to pay the Provider a contractual penalty in the amount of the sum of prices for the provision of all advertising space, which the Provider did not provide to the Client due to the Client's delay due to the late payment, without any possible discounts. This contractual penalty, or parts thereof, shall always be payable within 15 days from the Advertising Day for the relevant non-provided advertising space.

3.8. If the Client is in arrears with the payment of any amount under any Contract, it shall be obliged to pay the Provider default interest in the amount of 0.05% of the amount due for each day of delay. The termination of the Contract does not in any way affect the Client's obligation to pay the contractual penalty and the default interest.

3.9. The Provider shall provide advertising and media agencies entitled to order advertising for the benefit of their clients an agency commission (discount) in the amount of 15% of the price for the provision of advertising space. The Client is entitled to an agency commission only if it is stated in the Reservation. If the Client believes that it should be entitled to an agency commission, and the right to an agency commission is not granted in the Reservation, the Client must notify the Provider of this discrepancy without undue delay after it receives the Reservation. If the Client's right to an agency commission is recognised by the Provider, the Provider shall issue a new Reservation in which the Client's right to an agency commission will be explicitly stated and quantified. If the Client confirms a Reservation without a quantification of the right to an agency commission, no right to an agency commission arises for the Client and the Client shall be obliged to pay the price for the provision of advertising space in full.

3.10. If the Provider provides the Client with any discount from the list price for the provision of advertising space, this fact will be stated in the Reservation (the discount will be calculated in the Reservation either as a percentage of the price list price or as a flat amount). If the Client becomes in arrears with the payment of the agreed price for the provision of advertising space, for which it was provided with a discount, the right to a discount for the Client expires at the moment of the delay in payment and the Client shall be obliged to pay the Provider the price list in full.

3.11. In the event the Client cancels the reservation in accordance with these Terms and Conditions, so that the services are not used in the price required to provide a discount, the Provider is entitled to charge the Client the amount of the difference between the originally charged discount price and the price stated in the Provider's Price List without a discount.

3.12. Together with the proper tax document (this does not apply to pro-forma invoices), the Provider shall also send the Client a document copy of the relevant issue of the relevant magazine, containing the Client's published advertisement. Tax documents may also be sent electronically by prior agreement. In such a case, the Client may communicate its request for electronic invoicing to the Provider in writing to the following email:

[vydanefaktury@burda.cz](mailto:vydanefaktury@burda.cz). The message must state the Client's commercial name, Company ID No and the email address intended for receiving electronic invoices. The possibility to be sent electronic invoices applies to tax documents issued after 12 March 2020. The Provider shall send the Client a document copy of the relevant magazine in physical form, regardless of how the invoice was sent. At the Client's request, the Provider shall send, as an alternative to the document copy of the relevant magazine in physical form, the cover of the magazine and the relevant advertisement in electronic form.

## **4 Delivery of advertising materials, implementation of advertising**

4.1. The Client is obliged to provide the Provider with documents for the publication of the advertisement to be published on the advertising space in the form of a data file (hereinafter the "advertising materials"), no later than on the advertising closing day for the relevant issue of the relevant magazine in which the advertisement is to be published. The advertising closing day is stated in the Reservation. The Provider reserves its right to postpone the issue date of any magazine different from the time schedule published in the relevant price list at (<http://burda.cz/cs/inzerce/ke-stazeni/tisk>) without informing the Client in case the issue is postponed maximally for 7 working days. In such a case, the Client has no right to payment of the damages or contractual penalty. In case the postponing of issue of the magazine is longer than 7 working days, the Provider undertakes to inform the Client and offer to the Client to move advertisement to the next issue number of the magazine. In case the Client does not agree with the move of the advertisement to the next number of the magazine, the Client is entitled to withdraw from the Contract and the Provider shall return to the Client price of the advertisement. Any other claims of the Client are hereby excluded.

4.2. The description of the advertisement in the Reservation (brand, theme, etc.) is only indicative and is in no way legally binding. The Provider is obliged to publish the advertisement according to the advertising materials supplied by the Client (unless it refuses to publish it) and it is in no case obliged to check, let alone ensure the compliance of the advertising materials and the printed advertisement based thereon with the description in the Reservation.

4.3. The Client is obliged to deliver advertising materials in such a format and with such parameters as are stated in the current technical specifications of advertising materials for the given magazine. Current technical specifications are available on the <http://burda.cz/cs/inzerce/ke-stazeni/tisk> website in the "Ke stažení" section, and if the Client requests so, they will be sent to it also in printed form. The Provider is at any time entitled to change the technical specifications of the advertising materials (for example, in connection with a change in the magazine's format, a change in printing technique, etc.). The Provider is obliged to immediately inform the Client in writing of any changes to the technical specifications of advertising materials for the publication of already ordered advertisements.



4.4. The data file containing advertising materials must always be marked so that the file name consists (in the following order) of the name and number of the specific issue of the magazine in which the advertisement is to be published, the Advertising Day of this issue of the magazine specified in the Reservation and the designation of the Client; the individual data shall be separated by the “\_” (underscore) character and in the case of internal division of individual data by a hyphen (example: “Marianne\_2021-04\_YYYY-MM-DD\_XYZ”), unless otherwise stated in the relevant technical specification.

4.5. The Client is obliged to deliver the advertising materials to the Provider either on CD delivered to the address of the Provider’s registered office or by email to the electronic address of the magazine in which the advertisement is to be published, and possibly in another manner agreed by both parties. The electronic addresses of the individual magazines to which the advertising materials can be sent are listed in the Technical Specification document, which is available for each magazine on the <http://burda.cz/cs/inzerce/ke-stazeni/tisk> website in the “Ke stažení” section.

4.6. Together with the advertising documents in the form of a data file, the Client should also submit to the Provider (to the address of the Provider’s registered office) with a colour digital proof copy of the final form of the printed advertisement in accordance with the technical specifications valid for the relevant magazine (hereinafter the “proof”), in order to ensure the conformity of the colour of the advertisement printed in the magazine with the colour of the supplied advertising materials. If the Client fails to deliver the proof to the Provider in the required form and before the required deadline, the Provider shall not be liable for any technical defects in the print or for any defects in the colour of the printed advertisement.

4.7. All advertisements that are not at first sight clearly distinguishable from editorial texts due to their content and stylisation may be clearly marked by the Provider as advertising (e.g. with the word ADVERTISING, ADVERTISEMENT, etc.); the method of marking, its size and location shall always be determined by the Provider.

4.8. The Provider is not obliged to return the provided advertising materials or proofs to the Client and it is not obliged to safekeep these advertising materials or proofs.

4.9. In the case of special forms of advertising, such as insertions or tip-ins of samples and products, the Provider is entitled to reject those that have not passed the stress test. In such a case, the Client shall be considered to not have delivered these advertising materials properly and on time.

4.10. If the Client fails to deliver the advertising materials to the Provider properly (i.e. in such a way, in such a format and with such parameters as stated in the Contract, these Terms and Conditions and the relevant technical specifications) and in time, the Provider shall not be obliged to provide the ordered advertising space and publish the Client’s advertisement thereon. If the Provider does not provide a certain advertising space to the Client due to the Client’s failure to properly and in time provide the advertising materials and the Provider does not publish the Client’s advertisement on this advertising space, the

Provider thus withdraws from the relevant Contract for the provision of this advertising space. At the same time, the Client is obliged to pay the Provider a contractual penalty in the amount of the sum of prices for the provision of all advertising space, which the Provider did not provide to the Client due to the Client's failure to properly and in time deliver the advertising materials, without any possible discounts. This contractual penalty, or parts thereof, shall always be payable within 15 days from the Advertising Day for the relevant non-provided advertising space.

4.11. Except in cases where the subject-matter of the Contract is the provision of a precisely determined advertising position, the Provider is entitled to provide the Client with an advertising space located at any place in the issue of the given magazine according to the Provider's choice. It is entirely up to the Provider to choose whether the provider advertising space will be adjacent to the editorial content or another advertising space, and it is entirely up to the Provider to decide which advertisement to place in the vicinity of the Client's advertisement. The Client is not entitled to make any claims related to the placement of its advertisement in the vicinity of a competing advertisement or in the vicinity of any editorial content that is inappropriate in the opinion of the Client.

## **5 Defect claims**

5.1. The Provider shall not be liable for defects caused by defective advertising materials supplied by the Client.

5.2. If the Provider creates advertising materials for the Client on the basis of an agreement with the Client and on the basis of proposals delivered by the Client, the Provider is responsible only for the technical quality of advertising materials, the responsibility for the content of the advertisement lies entirely with the Client.

5.3. The Client is obliged to complain about any defects of the published advertisement and to exercise its rights arising from these defects in writing within 10 days from the Advertisement Day, otherwise its rights shall expire. The claim must contain a description of the alleged defects, justification of why the Client believes that the Provider is responsible for the defects, and the Client must state what rights it claims from the defects of the advertisement.

5.4. In the event that the published advertisement has defects for which the Provider is responsible, the Client exercises its rights from defects properly and in time, and these defects cause a significant reduction in the information value of the advertisement or demonstrable damage to the Client's reputation, the Client shall be entitled to a reasonable discount on the price for the provision of the advertising space. Unless expressly agreed otherwise, by signing the Reservation, the Client waives any performance arising from defects in the advertisement outside the right to a reasonable discount on the price for the provision of advertising space in accordance with this point 5.4.



## **6 The Client's responsibility for the content of the advertisement**

6.1. The Client is obliged to ensure that the advertisement it orders is in full compliance with valid legal regulations, good morals, principles of honest business relationships and with generally upheld code of ethics of advertising (Advertising Code issued by the Czech Advertising Standards Council), and that the publication of the advertisement by the Provider will not interfere with the rights of any third party, in particular copyright, other intellectual property rights and the right to protection of the individual.

6.2. The Provider has the right to refuse to publish the advertisement if it thinks the Client has breached the obligation under point 6.1. of the Terms and Conditions or that the publication of the advertisement could damage the good name or interests of the Provider or third parties. The Provider shall notify the Client of the refusal to publish the advertisement in writing. If the Client fail to properly and in time provide the Provider with the advertising materials for the publication of another advertisement, the relevant Contract shall terminate.

6.3. By conclusion of the contract, the Client declares that it is not subject to any international or national sanctions imposed by any competent authority due to Russia's actions destabilizing the situation in Ukraine. The Client hereby expressly confirms that by concluding or performing the contract the Client does not violate any prohibition imposed by the international community.

6.4. In no case shall the Provider be liable for any possible damage incurred by the Client due to the non-publication of the advertisement rejected by the Provider.

6.5. The Client undertakes to reimburse the Provider for all costs and all damage incurred by the Provider as a result of any person or any authority claiming from the Provider any claims arising from the alleged violation of law caused by publishing an advertisement according to the Client's advertising materials, regardless of whether these claims prove to be justified or not. The Client shall reimburse the Provider in particular for the costs of legal representation in the examination of claims asserted by any person or authority and in representing the Provider in all related judicial or administrative proceedings.

## **7 Applicable law, dispute resolution**

7.1. All Contracts concluded on the basis of Reservations shall always be governed, based on an agreement, by the law of the Czech Republic.

7.2. All disputes arising from the Contracts and Reservations and any disputes related to the conclusion and validity of the Contracts shall be decided by the territorially competent courts of the Czech Republic on the basis of an agreement between the contracting parties. If there is no court in the Czech Republic that would have territorial jurisdiction to hear the actions against the Client in accordance with the relevant procedural regulations, the contracting parties agree that the District Court for Prague 3 will be the territorially competent court for disputes that are in the first instance heard by district courts and that the

Municipal Court in Prague will be the territorially competent court for disputed that are in the first instance heard by the regional courts.

## **8 Client information and personal data**

8.1. The Client acknowledges that the Provider, within the implementation and development of cooperation under these Terms and Conditions, including its evaluation, processes information about the Client, especially contact information and information on cooperation, including any information on the creditworthiness of the Client obtained from third parties. The Clients are usually not individuals, so such information is not personal data.

8.2. Natural persons act on behalf of the Client when dealing with the Provider. Their contact details and information on cooperation with the Client are personal data within the meaning of the relevant regulations. The Provider fulfils its information obligation towards personal data subjects through the “*Zásady ochrany soukromí Burda International CZ s.r.o.*” document (Privacy Policy of Burda International CZ s.r.o.), which is available at <https://burda.cz/zos/Zasady-ochrany-soukromi.pdf#specialy>. The document is also intended for natural persons who cooperate indirectly with the Provider, i.e. due to their position in relation to the Client.

8.3. The Client undertakes to notify the natural persons who communicate with the Provider on its behalf about the above Privacy Policy document and invite them to become familiar with the document.

## **9 Final Provisions**

9.1. The Client shall not be entitled to assign, not even partially, any of its rights arising from this Contract to a third party without the prior written consent of the Provider.

9.2. The Client, as the party against whom the rights of the Provider as a creditor under this Contract are subject to period of limitation, hereby extends the length of the limitation period of the creditor’s rights arising from this Contract to a period of fifteen (15) years.

9.3. The provisions of these Terms and Conditions form an integral part of each Contract concluded between the Provider and the Client through the Reservation. In the event the Reservation contains an explicit provision that contradicts these Terms and Conditions, the express provision of the Reservation shall prevail.

9.4. These Terms and Conditions may be changed by the Provider at any time by notification on the <http://burda.cz/cs/inzerce/ke-stazeni/tisk> website in the “Ke stažení” section. Each Contract shall be governed by the Terms and Conditions in effect at the time of the conclusion of the relevant Contract.