

## TERMS AND CONDITIONS

Rates quoted are for commercials of 30" duration.

Currency is US Dollars (\$)

Durations less than 30" are calculated as follows:

<b>DURATION:</b>	<b>25"</b>	<b>20"</b>	<b>15"</b>	<b>10"</b>	<b>5"</b>
% of 30" rate:	90%	80%	70%	60%	50%

- Commercial duration in excess of 30" is calculated pro rata to the 30" rate.
- Surcharge for specific positions in ad break: 10% on net airtime costs.
- Surcharge for solus break (subject to availability): 20% on net airtime costs.

### CANCELLATION POLICY

Commercials cancelled between 0-15 working days before broadcast: 100% surcharge.

Commercials cancelled between 16-21 working days before broadcast: 50% surcharge.

Rates quoted include 15% Agency commission.

All rates quoted exclude Value Added Tax.

Product exclusivity is not guaranteed within commercial breaks.

### PAYMENT TERMS

- AdNet Media reserves the right to request advance payment 14 days prior to the first broadcast, or a bank guarantee.
- For any payments made after the deadline of 30 days from the date of invoice on the 10th of the following month, AdNet Media will automatically and without prior notice charge interest for late payments calculated at a rate of 10% (or three times the legal interest rate, whichever is higher). This rate will apply to the full sum outstanding after the deadline of 30 days from the date of invoice on the 10th of the following month.
- In the event of non-compliance with the payment terms for invoices issued by AdNet Media to the Advertiser or its Agency, AdNet Media reserves the right to refuse the Advertiser all or part of its commercial terms and conditions, to suspend any year end rebates and rebates on invoices, and to cancel any current orders, without prior warning or compensation; the Advertiser shall pay the amounts due for the advertisements broadcast up until the date on which the current orders were cancelled, based on the invoices issued by Adnet Media.
- In the event of AdNet Media Sales failing, for any reason whatsoever, to broadcast a commercial in terms of any agreement between the Advertiser and AdNet Media Sales, any claim against AdNet Media Sales by the advertiser shall be limited to a rebate that shall not exceed the original net cost of the commercial booked and not flighted.
- Annual negotiated deals must be committed in writing and signed by both parties before negotiated terms come into effect.

- The Advertising Agency that enters into this contract on behalf of the Advertiser warrants that it has the necessary authority from their Advertiser to do so, such Agency shall be liable to pay AdNet Media Sales any amounts owed by the Advertiser in terms of this agreement.
- The Advertiser agrees that the broadcaster of the Advertisement is subject to the provisions of the regional Advertising Standards Authority Code applicable and that AdNet Media Sales is entitled to withdraw any advertisement which, in AdNet Media Sales sole discretion, may be deemed to be contrary to the code or which may otherwise expose AdNet Media Sales to any criminal or civil proceedings.
- If the Advertiser refuses or fails to pay any amount due to AdNet Media Sales in terms of this agreement, AdNet Media Sales shall be entitled to cancel this agreement forthwith, to cease further broadcasts of the Advertiser's advertisement and to recover any outstanding amounts to AdNet Media Sales which shall become immediately Payable on such refusal or failure to pay.
- The Advertiser shall not be entitled to cede any of its rights in terms of this agreement to third parties unless in agreement with AdNet Media Sales
- The Advertiser hereby indemnifies and holds AdNet Media Sales and its employees harmless against any claim for damages to property or personal injuries, infringement of copyright, defamation, losses, legal costs or claims otherwise howsoever arising out of, in respect of or as a result of the Broadcasting of advertisements covered by this agreement and including but not limited to any third party claim arising from any matter depicted in such advertisement of the Advertiser.
- Should any such claim be made against AdNet Media Sales, it shall be at AdNet Media Sales discretion as to whether it admits or denies any such claim and AdNet Media Sales reserves the right to defend any such claims brought against it and to proceed to the final end determination thereof and to lodge any appeals to any court of courts, to which it has the right to do so, and in addition shall have the right to compromise, abandon or settle any claim made against it and to nominate legal representatives and to brief council in connection therewith, and the Advertiser shall be liable for and shall pay all costs, charges and expenses necessary and reasonably incurred by AdNet Media Sales in connection therewith or otherwise in addition to all sums of money whether for damages, costs, charges, expenses or otherwise which AdNet Media Sales may be ordered to pay the said Plaintiff in the said actions on the advice of its legal representative and Council.
- Adnet Media Sales reserves the right to change scheduled programming, dayparts or rates.
- Such change is deemed by Adnet Media Sales to be significant with respect to, for example, either the rating or audience profile thereof.
- The advertiser shall have no claim against Adnet Media sales in respect of programme or rate changes.
- Material deadline: 15 working days prior to first lighting.
- All adverts have to comply with the Code of the Advertising Standards Authority Should you have any reason to believe that your advert might be in contravention of the Advertising Code, please inform Ad Net Media accordingly.
- All Media Added value to be taken in Shoulder Time. All added value is pre-emptable.

E&OE