

# SALES CONDITIONS

All our contracts are subject to the following conditions of sale. The placing of an order for the insertion of an advertisement is deemed to signify the acceptance of these sales conditions.

Any exceptional sales conditions, i.e. different from those presented here, that may be requested by an advertiser will only be applicable if PanGlobal Media has accepted in advance and in writing such exceptional conditions.

1. Acceptance of advertisements
  - a. Any application received in due form by PanGlobal Media for the insertion of advertisements is considered to be irrevocably binding on the applicant.
  - b. Notwithstanding para 1a, any application for the insertion of advertisements shall only become binding on PanGlobal Media when such an application is accepted by the head office of PanGlobal Media located in Brussels, Belgium. PanGlobal Media reserves the right to refuse any applications for the insertions of advertisement without being required to give reasons for such a refusal. PanGlobal Media shall not be liable for any damages claimed by the applicant on the occasion of such a refusal
2. Conditions concerning the insertion of advertisements
  - a. Any advertisement that, in the opinion of PanGlobal Media, could be confused with an editorial article has to make its advertising character clearly recognisable.
  - b. The advertising department of PanGlobal Media must be in possession of the advertising materials within the period specified on the rate card.
  - c. The advertising material should comply with printing and online specifications as described on the rate card and available from PanGlobal Media
  - d. In the event that the materials are not suitable, PanGlobal Media reserves the right to procure suitable materials without the advertiser's explicit permission. Any additional costs so incurred may be debited to the advertiser/agency.
3. Copyright
  - a. Drafts, drawings, dummies, photomontages, etc., made by PanGlobal Media remain its property under Belgian copyright law and may not be used without previous written permission.
  - b. Materials, documents, etc., supplied by the advertiser/agency will be stored for a period of twelve months and will be returned on request during the period at the advertiser's cost. After twelve months advertising material may be destroyed.
4. Voucher-copies
  - a. For each insertion a maximum of 3 voucher-copies of the printed version of the magazine will be sent to the advertiser/agency. Online ads are visible on our websites.
  - b. In the event of additional copies being requested, these are available at retail price.
5. Rates
  - a. Advertisements are inserted at the going price as specified on the rate card in force on the date of insertion.
  - b. All fiscal charges connected with advertising are debited to the account of advertiser or agency.
  - c. Discount on turnover by advertiser and agency is calculated over a maximum period of 12 months.
  - d. PanGlobal Media reserves the right to alter advertising rates.
6. Cancellation

Any cancellation of booked advertisements must be confirmed in writing prior to 8 weeks before scheduled publication date. Any cancellation received at shorter notice than the 8-week period before scheduled publication will be charged in full. For all online advertising, an advance period of 2 weeks is required for any cancellation
7. Terms and conditions of Payment
  - a. Invoices are payable in full to PanGlobal Media by direct electronic bank transfer, within 30 days of the invoice date. Details of the account to which this transfer should be made are found on the invoice.
  - b. If the payment is not paid by the date due, a surcharge of 10% of the invoiced amount (with a minimum amount of €150) will be added automatically to the invoice as a late-payment handling fee.
  - c. In addition to the late-payment fee specified in para 7b above, non-payment of invoices on the due date will also automatically incur a late-payment interest charge. This is calculated as the standard annual interest rate of the European Central Bank at the time, plus 3%
  - d. Advertising agencies are responsible for the payment of advertisements they have ordered, even though the advertisements may be booked under the name of the final advertiser
  - e. In the event of non-compliance with the above Terms and Conditions of Payment, all outstanding debts become due immediately, without any 30 day period of grace. In addition PanGlobal Media has the right to suspend the insertion of further advertisements.
8. Responsibility
  - a. PanGlobal Media declines all responsibility for the content, form, arrangement, etc., of advertisements.
  - b. Advertisers or advertising agencies are solely responsible for their advertisements. They therefore agree that PanGlobal Media should be absolved of all liabilities in any case of dispute.
  - c. Notwithstanding para 8b above, any liability of PanGlobal Media shall be limited to the price of the advertisement.
9. Expiration of Contracts
  - a. Contracts are valid for a maximum period of 12 months.
  - b. Application for the termination or suspension of contracts should be made within the period specified in the rate-card.
10. Complaints

All complaints, including but not limited to those concerning invoices or advertisements, should be sent to PanGlobal Media by registered mail within 14 days following the date of invoice or the mailing date of the publication or within 7 days following the uploading of an online advertisement. Any complaint lodged after this period shall be deemed invalid.
11. Jurisdiction

The present contract is governed by Belgian law. Only the appropriate Court of Brussels will have exclusive jurisdiction concerning any disputes about the present contract. Nevertheless, PanGlobal Media reserves the right to bring any disputes before a competent Court whose jurisdiction covers the advertiser's/agency's place of business.