

# Terms and Conditions (T&Cs)



1. Note on gender pronouns: All references to persons refer to both genders, even where the masculine form has been used to improve readability.

2. These Terms and Conditions (T&Cs) are valid for all orders of advertising broadcasts during the programming, productions, and performances of KRONEHIT Radio BetriebsgmbH. For advertising broadcast during a special type of programming (e.g. sports broadcasts or similar), the special conditions for the respective broadcast type shall be valid in addition to these T&Cs. For all orders, it is the T&Cs of KRONEHIT Radio BetriebsgmbH only that shall apply.

3. Offers made by KRONEHIT Radio BetriebsgmbH for the broadcasting of advertising are subject to change. Broadcast orders that violate legal provisions or are unreasonable for the broadcaster shall not be accepted. Orders from advertising agencies shall be accepted specifically for the advertiser named. The agreement shall be concluded by means of written confirmation of the broadcast order, or broadcast of the advertising. Written confirmations may not be substituted for oral confirmations. Auxiliary oral agreements and amendments to agreements require the written form. The collating of advertising for several providers (joint advertising) requires a separate agreement. KRONEHIT Radio BetriebsgmbH is entitled to charge a joint advertising surcharge.

4. KRONEHIT Radio BetriebsgmbH is not obliged to review broadcasts before accepting broadcast orders. KRONEHIT Radio BetriebsgmbH reserves the right to refuse to accept orders without specifying its reasons, and is entitled to refuse to broadcast advertising, including in the case of confirmed orders, on the grounds of the origin, content, form, or technical quality thereof. The same applies for advertising, the broadcasting of which would be unlawful or unreasonable for the broadcaster, or if the client defaults on payment. Unless pre-payment is made or sufficient security provided by the client, this shall also apply to broadcasts over a longer period of time that is agreed in advance, or in the case of orders for recurring broadcasts. Furthermore, KRONEHIT Radio BetriebsgmbH has the right to cease the broadcasting of advertising in case of complaints from the German Advertising Standards Council [Werberat], and to demand that the client adapt the advertising according to the stipulations of the Advertising Standards Council.

5. The client shall be informed of rejection of a broadcast order immediately. The enforcement of claims beyond the reimbursement of the price already paid is excluded. If a broadcast order is executed despite the refusal initially being declared, the client shall pay the price. The same shall apply in the event of broadcast of individual, separable parts of a broadcast order.

6. Unless explicitly agreed otherwise, the price for broadcast shall be based on the price list applicable at time of written confirmation of the order and the broadcast time selected. For adverts of less than 20 seconds, the prices for 20-second adverts shall be charged. Production and other costs shall be calculated separately, and shall be borne in all cases by the client. All prices are understood as net plus taxes, fees, and duties. It is incumbent on the client to inform himself of the advertising or production rate applicable in each case, and of the amount of duties applicable (in particular advertising duties and VAT) before commissioning.

Duties on games of chance: All duties owed with respect to games of chance shall be borne by the client who shall hold KRONEHIT Radio BetriebsgmbH harmless in this respect.

7. The price for the broadcasting of advertising shall be invoiced in advance. All invoices are payable without deduction within 14 days of invoicing, though no later than three days after first broadcast of an advert. KRONEHIT Radio BetriebsgmbH reserves the right to demand pre-payment without giving its reasons. All transfers shall be made at the risk of the client. All bank service charges shall be borne by the client without exception. In case of default, interest of 14% p.a. (payable immediately) shall be applied to the respective outstanding amounts. The client is furthermore obliged to pay all costs which we incur from pursuing our claims from whatever title, including debt collection costs but excluding our customary reminder fees. Incoming payments shall in the first instance be offset against interest and expenses, and then against pure invoice amounts. In the event of incapacity to pay or default on payment, KRONEHIT Radio BetriebsgmbH shall declare the entire balance, including all auxiliary costs, or all deductions granted since the beginning of the transaction (e.g. discounts, fees, allowances and similar), payable.

8. There is a claim to a volume discount only where a written order regarding the volume justifying such a claim to a discount is issued no later than with first intervention (no retroactive effect). The discount year is the calendar year. In the event of default on payment and insolvency proceedings, any and all claim to a discount shall lapse. The volume discount must be requested in writing no later than three months after the end of the discount year. All special conditions and discounts shall in each case be granted solely in accordance with the actual turnover achieved.

9. Complaints regarding invoices may only be acknowledged before the due dates of such invoices, and complaints regarding the broadcast only within eight days of broadcast. Complaints must be made in writing.

10. In the event of price changes, these shall come into force immediately, including for current orders.

11. KRONEHIT Radio BetriebsgmbH shall endeavour to adhere to the agreed broadcast times, but cannot make any guarantee regarding broadcast within specific advertising blocks, specific time zones, or in a specific order. KRONEHIT Radio BetriebsgmbH reserves the right to postpone advertising broadcasts, and to broadcast advertising at a different time in the event of short-notice changes to the stipulated programme running time, in particular due to current events (e.g. sports broadcasts or events of similar significance). Competition exclusion cannot be agreed.

12. If an advertising broadcast must be cancelled for programming or technical reasons, on the grounds of legal provisions, because of force majeure or strike action, or because of injunctions issued by courts or public authorities, the broadcast shall be re-arranged as soon as possible, or the price already paid shall be credited to the client if desired.

13. The client shall provide all documents for the respective broadcast in good time. Scripts and adverts etc. must reach KRONEHIT Radio BetriebsgmbH no later than 14 days before the planned time of broadcast. In the event of delayed sending of advertising documents and advertising material, or in the event of subsequent wishes of the client to amend, KRONEHIT Radio BetriebsgmbH assumes no guarantee for orderly broadcast. The risk for the sending of advertising documents and advertising materials shall also be borne by the client. Advertising broadcasts shall be broadcast using the same technical specifications as the other broadcasts. KRONEHIT Radio BetriebsgmbH assumes no liability whatsoever for quality of reception.

14. If adverts are not broadcast or are broadcast incorrectly due to inadequate or incorrect labelling of documents, texts, or copy, or due to late sending of such, the client shall still be obliged to pay. The client shall have no right to reimbursement. In the case of texts transferred in writing (including by e-mail), the risk for any errors that may occur during transmission shall be borne by the client. Amendments to texts and/or broadcast times by the client require written confirmation of acceptance by KRONEHIT Radio BetriebsgmbH. Costs incurred due to significant amendment to the originally agreed execution and to documents provided shall be charged to the client.

15. The broadcast documents shall only be returned to the client upon the latter's wish, and at the risk and cost of the same by post. The obligation to store unreturned broadcast documents expires once such have been transposed. These may either be destroyed, or archived at the risk and cost of the client. Notwithstanding his obligation to independently acquire and guarantee all rights necessary for the broadcast, the client is obliged to disclose all necessary information (e.g. producer, composer, title, and length of music used etc.) that may be demanded by Austrian copyright collecting societies for settlement purposes.

16. Insofar as the client is a "consumer" in the sense of the Austrian Consumer Protection Act [Konsumentenschutzgesetz], he shall have the right to withdraw from the agreement within 1 week of conclusion of contract by means of a written declaration. However, in the event of withdrawal within 14 days before the agreed date of first broadcast of an advert, a fee of 20% of the order value shall be payable to compensate costs already incurred by the contractor. No right of withdrawal exists for the case of event tips. Moreover, cancellation of an order requires the written consent of KRONEHIT Radio BetriebsgmbH. In such case, a fee of minimum 15% of the order value shall be invoiced as compensation of costs.

Gradation: up to 60 days before broadcast:

15%
59 - 30 days before broadcast: 20%
29-10 days before broadcast: 25%
9 - 5 days before broadcast: 30%
4 - 2 days before broadcast: 40%
1 - 0 days before broadcast 80%

In the event of withdrawal from special advertising orders, a fee of up to 50%, and maximum 100%, of the order value may be invoiced as compensation of costs depending on the type of special advertising (e.g. live broadcasts) and the amount of costs so far incurred. In the event of cancellation by phone, written cancellation must also be submitted within two days (and subsequently requires the written confirmation of KRONEHIT Radio BetriebsgmbH). Adverts commissioned (productions) shall be invoiced at 100% after completion, regardless of cancellation periods.

Any special conditions due (e.g. discounts, provisions, freebies etc.) refer to the total order value. In the event of non-acceptance of the agreed total, KRONEHIT Radio BetriebsgmbH may, at its own discretion, offset the special conditions against the budget used and then charge such retroactively, or clear unused broadcast services on the last date of the contract term. Unused broadcast services shall in all cases lapse at the end of the contract term.

17. With respect to KRONEHIT Radio BetriebsgmbH, the client alone shall bear legal responsibility for the content of the advert broadcast. The client grants KRONEHIT the transferable, factually and territorially unrestricted rights of use, exploitation and processing - in particular for the purpose of broadcasting and making available to the public - for the term of the contract for works supplied by him or produced with his consent. By submitting an order, the client confirms that he holds all necessary rights - including the broadcasting rights and the right of public availability - to the sound recordings or other works provided by him. The client shall hold KRONEHIT Radio BetriebsgmbH harmless in case of any legal claims of third parties (in particular claims under media law, competition law, or copyright law). By submitting an order, the client furthermore confirms that the advertising documents provided do not breach the regulations on advertising broadcasts, and shall hold KRONEHIT Radio BetriebsgmbH harmless in case of (administrative) criminal law sanctions on the grounds of unlawful advertising broadcasts. In the event of a threatened claim on the grounds of claimed violations of law by an advertising broadcast, KRONEHIT Radio BetriebsgmbH shall be entitled to disclose the name and address of the client or intermediary agency to the party submitting these claims of legal violations. KRONEHIT Radio BetriebsgmbH is furthermore entitled at all times to indicate broadcasts as advertising broadcasts or sponsored programmes, and to separate such from other parts of programming accordingly, without prior consultation with the client. The decision regarding whether such labelling and/or separation is necessary or purposeful is thus incumbent on KRONEHIT Radio BetriebsgmbH alone. Should KRONEHIT Radio BetriebsgmbH omit such labelling/separation, at the request of the client as an exception, the client shall be liable for all disadvantages suffered by KRONEHIT Radio BetriebsgmbH as a result.

18. KRONEHIT Radio BetriebsgmbH is liable solely for wilful intent or gross negligence on the part of its legal representatives. Compensation shall not be paid for errors which do not significantly impair the purpose of the advert. Liability for damages caused by failure to broadcast on a specific day, or by production or technical errors is excluded. In all cases, the liability of KRONEHIT Radio BetriebsgmbH is absolutely limited to the proportion of the set-up fee for the part of the broadcast in question (either omitted or defective).

19. Place of jurisdiction is Vienna. Austrian law applies, with the exception of the IPRG [Austrian International Private Law Act]. Where provisions of these T&Cs are ineffective, this shall not affect the validity of the remaining provisions. The ineffective regulations shall be replaced by such which the parties would have agreed in order to achieve the same financial objective.