



GENERAL TERMS AND CONDITIONS

GENERAL PROVISIONS

All signatories of an order form shall be bound jointly and severally with the person on whose behalf they are acting, and shall be deemed to have read and accepted the clauses set out below.

The purpose of these terms and conditions is to set out the respective rights and obligations of the advertiser and the publisher. The term 'Advertiser' shall refer any person who submits a communication order via the order form in return for payment, irrespective of their capacity (e.g. advertising agency, director or other intermediary or direct advertiser). The term 'Publisher' shall refer to Touring Club Royal de Belgique ASBL, having its registered office located at 44 Rue de la Loi, 1040 Brussels, hereinafter referred to as 'Touring'.

These general terms and conditions shall apply to all services ordered and invoiced by Touring for publication on Touring media, both printed (e.g. Touring Magazine) and online (e.g. e-mailings, Touring's website and Touring's social media channels). Deviations from the following terms and conditions shall be possible and applicable only with the written consent of the advertiser and the publisher.

RIGHT OF REFUSAL

Touring shall have the right to refuse or suspend the insertion of any publication, without being held liable for compensation. Touring shall apprise the advertiser of its decision and the reasons for it. If circumstances permit, the advertiser may, after discussion with Touring, offer to adapt the publication.

Touring may in all cases refuse or suspend, in whole or in part, a publication that contravenes the laws and regulations in force or if it does not correspond to the particularity, image, conviction or interests of the medium, or if Touring has reason to consider that there is a risk of non-payment.

CORRECTIONS AND ADJUSTMENTS

The communication order on the front of the order form must contain all the information required for publication. Once it has been sent in, Touring may refuse any request for corrections or adaptations made late. Any request made within 10 days of the date of dispatch to the printer shall always be refused.

The advertiser shall accept that Touring may make minor corrections and adaptations (i.e. insofar as the spirit of the communication is not affected) relating solely to the form of the communication.

For other types of corrections and adaptations relating to e.g. graphics, content and translation errors, Touring shall contact the advertiser, who shall be required to make the necessary corrections and return an adapted version to Touring.

All costs relating to corrections and adaptations shall be borne by the advertiser. Touring may under no circumstances be held responsible for any delay in the publication of the communication in the event of corrections and adaptations.

TERMS OF PUBLICATION

Touring cannot grant exclusivity to an advertiser. Information on the terms of publication (e.g. format, frequency, price, location) shall be given on the front of the order form. The processes, typefaces and layout of the advertisement shall be left to the discretion of Touring. Touring must be in possession of the material and instructions necessary for the execution of the order within the time limits and under the conditions as set out in the communication order on the front of the order form.

The advertiser shall be deemed to have obtained prior permission from the author and, where applicable, the photographer, for every publication.

Touring shall be entitled to display its logo on the advertising space provided this does not impede the understanding of the advertisement. Touring may always clearly indicate that it is an advertisement. If the customer does not wish to publish the advertisement, a different publication date shall be agreed by and between the parties if so desired. The amount of the publication shall be indisputably due. The client shall at no time be entitled to a refund of the invoice paid.

LIABILITY

Touring shall accept no liability for errors caused by unclear, incomplete, poorly written or verbal or telephone instructions, or for any translations.

Touring may at no time be held liable when it acts in order to comply with a legal requirement to which it is subject. The identity of the advertiser and its contact details may be communicated by Touring to third parties at any time upon request.

Advertisements or other communications shall be distributed under the sole and entire responsibility of the advertiser. In the event of legal action against Touring, the advertiser shall be required to reimburse Touring for any sum that the latter may be ordered to pay as compensation for damage caused by the content or form of a publication, including the legal costs incurred in carrying out such proceedings.

If, as a result of any request or court decision, Touring is required to make a communication in response to a publication by the advertiser, the latter shall be liable to Touring for the costs actually incurred. If a publication is the subject of a request for a right of reply, Touring shall contact the advertiser and pass on the complaint. The advertiser shall be required to provide Touring with its

reasoned position on this complaint and the response to be communicated within 3 days of the lodging of the complaint by Touring. If a solution has been found directly by and between the advertiser and the sender of the complaint, the advertiser shall also be required to inform Touring without delay. The advertiser shall owe Touring the costs actually incurred.

INVOICING AND DEFAULT OF PAYMENT

Advertisements shall be placed at the rates applicable at the time the order is received by Touring.

All rates shall be posted on the website at the following address: www.touringmedia.be.

All invoices shall be payable in accordance with the terms and conditions and deadlines stipulated therein.

In the event of non or late payment, Touring reserves the right to turn the file over to a specialized third party accredited for amicable debt collection. This person shall be authorized to collect the amount due, plus an annual interest on arrears equivalent to the legal interest rate plus 5%, as well as a fixed indemnity of 12%, with a minimum of €90, subject to proof of the actual value of the actual damage, if greater. The costs of amicable recovery (e.g. formal notice and bailiff's fees) shall be claimed from the advertiser, without prejudice to other rights and actions.

FORCE MAJEURE

In the event of force majeure that makes the fulfilment of the obligations of the advertiser and/or the publisher indisputably impossible, the obligations of the party or parties concerned may be suspended, without any compensation being claimed. Force majeure shall be understood to mean an unforeseeable event beyond the control of at least one party. The party wishing to invoke this provision shall inform the other party in writing and shall state its reasons.

COMPLAINT

A complaint shall be admissible only if it is addressed to the Touring registered office (for the attention of Mr Jo Verlyuten) by registered letter within 8 days of the first publication. A complaint shall not be admissible if the advertisement has been previously approved by the advertiser.

APPLICABLE LAW AND COMPETENT COURTS

Only Belgian law shall apply.

If a dispute should arise between them, the Parties shall consult each other in a spirit of understanding and fairness to determine the means of remedying this prejudicial situation promptly and adequately by mutual agreement. If the Parties fail to reach an agreement, the Brussels district courts shall have exclusive jurisdiction.