

General Sales Conditions of JCDecaux Airport France (Applicable to every advertising campaign carried out as of December 28, 2009)

These General Sales Conditions complete the 2010 JCDecaux Airport France Commercial Conditions and rates may be downloaded from the internet site <http://jcdcauxairport.com/> or they may be obtained upon request.

Article 1- Definitions

The Advertiser: means any individual or legal entity purchasing on his own behalf advertising campaigns on the Site proposed by JCDecaux Airport France, either directly or through an Agent

The Agent: means any natural person or legal entity entering into transactions for the purchase of advertising space on behalf of an Advertiser pursuant to a written agency contract complying with the provisions of Law n° 93-122 of 29 January 1993 (or "Mandate") and delivering a copy of the proof of mandate binding him to the Advertiser.

Advertising Order: means the order form sent by JCDecaux Airport France to the Advertiser or his Agent specifying the services requested and the relevant price.

Contract: the "Contract" is composed of these General Sales Conditions, the 2010 Commercial Conditions, and the Advertising Order signed and returned to JCDecaux Airport France pursuant to the conditions set forth in article 2.

Contractor(s): means the airport authority in charge of managing the airport where the advertising campaign, subject matter of the Contract, will take place.

Site: means one or a series of advertising structures with one or more advertising spaces which are set forth on a map offered at a unique price or that may not be sold separately.

Network: means a group of meeting geographical area, audience, quality, installation and presentation criteria. Each Network may develop according to the total number of Sites available and the existing display restrictions on certain advertising structures.

Article 2 - Validity

A Contract shall only be deemed to be entered into when the Advertising Order sent by JCDecaux Airport France by all possible written means, is returned by the Advertiser and/or his Agent duly dated, signed by the latter and stamped, at the latest seventy-two business hours after JCDecaux Airport France sent such Advertising Order. Accordingly, if the Advertiser or his Agent fail to return the Advertising Order in accordance with the above conditions, the terms previously negotiated with JCDecaux Airport France may at the latter's sole discretion lapse ipso jure. Under no circumstances shall JCDecaux Airport France be liable for the Advertiser and/or the Agent's failure to sign the Advertising Order. Moreover, as a result JCDecaux Airport France shall under no circumstances incur any loss whatsoever. In the event the Advertiser or his Agent requests corrections or amendments, JCDecaux Airport France reserves the right to refuse such corrections or amendments.

The subscription of a Contract by an Advertiser and/or his Agent implies the acceptance without reservation of the General Sales Conditions 2010 JCDecaux Airport France Commercial Conditions and rates, and compliance with laws and regulations governing advertising. JCDecaux Airport France reserves the right to change at any time its General Sales Conditions, its Commercial Conditions and/or its rate. The Advertiser and/or its Agent's General Purchase Conditions are not binding on JCDecaux Airport France.

Article 3 – Performance conditions

3.1 Submission of layouts

The Advertiser or his Agent must submit to JCDecaux Airport France no later than fifteen (15) working days before the date of posting or availability of the Site stipulated in the Contract, a layout of the advertisement, exhibit and/or activity proposed. JCDecaux Airport France reserves the right to modify the layout, exhibit and/or the activity proposed up until JCDecaux Airport France and/or the Contractor accepts such layout and any refusal to accept the layout shall not result in the termination of the Contract or to any indemnification if the display or the installation is delayed.

The layout for the device must not interfere with the Contractor's current and valid directional signs. The installations for the postings, exhibition or activity must not inconvenience the public or disrupt traffic. Moreover JCDecaux Airport France reserves the right to refuse any device for ethical and legal reasons. The client will be asked to promptly provide other compliant devices in accordance as quickly as possible.

3.2 Installation - Removal (for display devices)

The Installation and removal of displays are carried out by and under the responsibility of JCDecaux Airport France and shall be invoiced separately if there is a change in the display during the performance of the Contract. If the posting dates set forth in the Contract fall on a public holiday or a weekend (Saturday and/or Sunday), JCDecaux Airport France shall have an additional forty-eight (48) hours to complete such installation.

In the event that posting cannot be carried out on the scheduled date for reasons beyond the Advertiser or his Agent's control, JCDecaux Airport France will in its sole discretion compensate, by either extending the display period, or issuing a credit note (if this deadline is not met).

3.3 Installation - Removal (sail advertising)

The installation and removal of sail advertising are carried out by JCDecaux Airport France and under its responsibility, after the submission of the layout of the advertisement by the Advertiser in accordance with the provision of Article 3.1 above. JCDecaux Airport France undertakes to implement everything so that, once the layout is validated, the installation is carried out at the latest on the effective date of the Contract. The Advertiser hereby, however, accepts in advance that such installation may be delayed while awaiting favourable weather conditions.

3.4 Conditions for using the areas (glass display cases and podiums)

The Sites and/or display cases referred to in the Contract will be empty when put at the Advertiser's disposal and it shall be the Advertiser's responsibility to arrange and equip them at his expense and in compliance with the specifications and/or technical and safety standards applicable to the relevant Site and which he acknowledges being fully aware of. The Sites and/or display cases must be properly maintained throughout the term of the Contract and be spotlessly clean when returned at the end of the Contract. Failure to comply with such obligation authorises JCDecaux Airport France to clean it, at the Advertiser's expense.

The Sites and/or display cases stipulated in the Contract are offered for advertising purposes only and may not be used for any other transactions including commercial ones, without the prior written consent of JCDecaux Airport France. Any use of the Sites and/or display cases by the Advertiser for purposes other than advertising which, could incidentally be of a political or denominational nature or be immoral or contrary to the standards or interests of the Contractors and /or JCDecaux Airport France, is prohibited and will result in the immediate termination of the Contract due to the exclusive fault of the Advertiser.

The Advertiser undertakes to ensure that the Site made available to him shall not remain unoccupied for more than twenty-four (24) hours. Failure to comply with such obligation authorises JCDecaux Airport France to put up any decoration it deems fit until the Advertiser installs its advertisement, and shall not amend the Contract in any manner whatsoever, including the price or the term of the Contract.

Display cases must be lit every day throughout the term of the Contract unless there are any legal requirements to the contrary or electrical current restrictions, and the Contractor(s)'s agents and employees of JCDecaux Airport France shall have access to them at any time and carry out any checks they deem necessary.

Presentation of any sales products, materials, samples or equipment in the advertising space and /or display units specified in the Contract will always be at the risk and expense of the Advertiser, who must comply with legal requirements and police regulations and obtain all the necessary permits or authorizations. Whereas the Contractor and/or JCDecaux Airport France may under no circumstances be held liable in this respect.

When the Contract expires or if the Contract terminates for any reason whatsoever, the parties to the Contract (the "Parties") expressly agree that the remaining display items shall be removed by JCDecaux Airport France at the expense of the Advertiser, and that JCDecaux Airport France shall not be held liable for any reason whatsoever in connection therewith. These items will be made available to the Advertiser insofar as under this Contract they remain his property. When the Contract expires, the Advertiser undertakes to return the premises in the condition in which he originally found them. The Advertiser will be obliged to bear any refurbishment costs and, generally, the costs of repairing any damage he has caused.

3.5 Supplier's consent

For any display device requiring [before its installation] that a technical report be submitted to the Supplier for approval, the entering into force of the corresponding Contract shall be subject to the prior consent of the Supplier. The duration of such Contract includes the time necessary for the installation and removal of such display device.

3.6 Supply and return of posters

The Advertiser must provide at his expense the posters necessary for the performance of the Contract at least three (3) weeks before the date of posting the advertising provided for in the Contract at the address specified by JCDecaux Airport France. The Advertiser should comply with the requirements of JCDecaux Airport France as regards the number, nature and characteristic features of the posters. Concerning more particularly the scrolling street furniture of the Networks, only recto 4 colour litho/verso 3 or 4 colour litho is accepted on Modern Mat Coated paper 130 gsm. In the event of non-compliance with such technical requirements, the posters will be returned to the Advertiser at his expense, and the campaign will be delayed until the delivery of a proper poster-advertising material and subject to the availability of the Network(s) initially reserved. In case their transparency requires a blanking paper, the Advertiser will, at his expense in addition to the price mentioned in the Contract, supply and install such blanking paper. JCDecaux Airport France shall not be liable for any defect, delay and/or the delivery error of the posters as well as the supply of an insufficient number and such defect, delay or error shall not amend this Contract. If during the term of the Contract period, it turns out that it is necessary to replace the poster, the Advertiser shall at his expense and at the request of JCDecaux Airport France, supply the necessary items within thirty (30) days of JCDecaux Airport France's request. If the Advertiser fails to do so within such thirty (30) days period JCDecaux Airport France will be entitled to proceed with the removal of the advertising, without reducing the price agreed in the Contract. At the end of the display period, JCDecaux Airport France shall under no circumstances be required to return the posters or any advertising equipment installed by JCDecaux Airport France on behalf of the Advertiser.

3.7 Inspection

Any inspection carried out by the Advertiser and/or his Agent, and/or any independent body appointed by the former or the latter, will not be binding on JCDecaux Airport France, unless such inspection is carried out in the presence of a representative of JCDecaux Airport France appointed for such purpose.

Article 4 – Payment conditions

4.1 Invoicing and payment

Invoices are issued in the name of the Advertiser in accordance with law no.93-122 dated 01/29/93. If the Advertiser has an Agent, the invoice will mention that the Advertiser is represented by such Agent. In any case the invoice is sent to the Advertiser and upon his request, a copy is sent to his Agent.

In this case, it is the Advertiser's responsibility to entrust the payments to his Agent, and JCDecaux Airport France reserves the right to claim directly from the Advertiser the sum due and payable, even if the Advertiser already instructed his Agent to make such payment.

The discounts or bonuses set forth in these conditions shall only become final and applicable when the conditions for obtaining them have been fulfilled and payment has been made on the appropriate date. Failing this, JCDecaux Airport France reserves the right to re-invoice at the rate shown on the price list, without the application of any discount, reduction or rebate whatsoever. The payment terms in the Contract are as follows: sixty (60) days from the date of the invoice.

Under certain circumstances JCDecaux Airport France may have to request that the Advertiser or his Agent to pay in advance, either in full or in part, the price stipulated in the Contract, before carrying out the campaign.

JCDecaux Airport

4.2 Indexation

If the Contract has a term of more than one year, the rates will be adjusted on the 1st of January of each year.

This indexation is calculated on the basis of the observation of two indicators:

- The evolution of the air traffic (Source: Airport traffic of Paris and Regions Airports),
- The building costs index in France, published by I.N.S.E.E., (National Institute of Statistics and Economic Studies), the base index being the last known on the date of execution of the Contract.

4.3 Taxes - Registration - Miscellaneous charges

Any and all taxes or charges with respect to the Sites, poster-advertising, and/or advertising during the performance of the Contract will be added to the price, which excludes taxes, set forth in the Contract. Any registration expenses with respect to the Contract must be borne by the Advertiser.

4.4 Garantie

Agents shall guarantee the performance of every Advertising Order they subscribe from JCDecaux Airport France and that is not paid by the Advertiser for any reason whatsoever.

4.5 Penalty clause

In case of late payment for any reason whatsoever, the amounts due will bear interest, whether or not any notice is given, from the due date of the invoice until the effective date of payment at the rate of interest applied by the European Central Bank to its most recent refinancing transaction increased by 10 points in accordance with article L441-6 of the Code de Commerce. Such penalties will be payable upon receipt of the notice informing the Advertiser and/or the Agent that such penalties are due and payable.

In case of non-payment of a sum which is due and payable, and if within eight (8) days of a notice given by registered letter no payment is received, JCDecaux Airport France will have the right, to consider that the Contract is terminated and to take immediately possession of the Sites by claiming without delay the amounts due through the end of the Contract.

Article 5 – Liability of JCDecaux Airport France

Under no circumstances shall the Advertiser and/or his Agent hold the Contractors of JCDecaux Airport France liable during the performance of the Contract. If, during the performance of the Advertising Order, all or part of the Sites covered by the Contract becomes unavailable for any reason whatsoever, the Contract shall remain valid and binding.

In such event, JCDecaux Airport France, shall either:

- allocate to the Advertiser other Sites by way of compensation, or
- extend the term of the Advertising Order, or
- grant credit *in proportion* to the duration of the failure to enjoy their use and the number of Sites involved, without any other compensation.

As an exception to the above, JCDecaux Airport France reserves the right to modify the number of Sites set forth in the Advertising Order, within a five percent (5%) limit, to take into account the evolution of such installations, and such modification shall not result in any adjustment to the agreed price.

Furthermore, JCDecaux Airport France on its own or at the Contractors' request, may at any time, prohibit during the performance of the Advertising Order, any exhibit, activity or advertising likely to inconvenience or harm the interests of the Contractors (in particular, because of the illustration, the text, presentation or format). In such event, the Advertiser shall not be entitled to any indemnity but may terminate the Contract for the part of the advertising that has not been performed. Likewise, at the request of its Contractors and on display systems that are technically suitable, JCDecaux Airport France may authorise information messages to be inserted between two advertising messages or even interrupt an advertising message being displayed to allow a safety message to be broadcast.

Article 6 – Insurances

The Advertiser shall subscribe to a civil liability insurance policy and a comprehensive insurance policy covering all of its installation and equipment against, among others things, theft, fire, rental risks and broken glass from an insurance company generally recognized as creditworthy.

Such insurances must waive any right to make any claim against the Contractor and/or JCDecaux Airport France, including its employee(s) and/or principal(s), in such a manner that it cannot be held liable in the event of an accident, loss, disappearance, fire, water damage, or any type of damages whatsoever incurred by the installations or the equipment, or by any person whatsoever.

Article 7 - Intellectual property

JCDecaux Airport France may for information and/or marketing purposes, reproduce and/or show posters, logos, products and/or brands of the Advertisers on any printed matter (journal, magazine, leaflets, sales presentations, brochures, etc.) and on any tape, whether analogue or digital, load them to hard disks or random access memory, display them on screens, post them to the Internet, store them in the random access memory or on hard disks drive, transmit the digitised work or scan them. In that respect, the Advertiser declare, among others, that he owns all the rights over the posters covered by the Contract, and more particularly the intellectual property rights (royalties, trade marks and designs) of third parties which may have been incorporated into the said posters, as well as image rights over the goods and people shown in the posters. The Advertiser shall inform JCDecaux Airport France of any restriction covering the rights it owns and which would limit both the duration and scope of JCDecaux Airport France's right to make use of the posters.

Article 8 - End of the concession

Should one or more concessions granted to JCDecaux Airport France cease for any reason whatsoever, JCDecaux Airport France may terminate the Contract without indemnifying or giving prior notice for the part of the Advertising Order that cannot be performed.

JCDecaux **Airport**

Article 9 - Cancellation/Termination

If for any reason whatsoever the Advertiser and/or his Agent decide(s) to cancel the publicity campaign originally indicated in the Contract, the Advertiser and/or his Agent remain liable towards JCDecaux Airport France for the total cost indicated in said Contract.

Article 10 – Renewal

With respect to any Contract with a tacit renewal clause, each party has one (1) month before the end of the Contract, to notify the other party by registered mail with confirmation of receipt of its intention not to renew such Contract and if the parties fail to do so the Contract shall be renewed automatically for the same term.

Article 11 - Transfer of the benefits of the Contract

The Contract is strictly personal to the Advertiser who may only use it for his company, products and/or articles sold under his brand and whose names are specified in the Contract. Under no circumstances may the Advertiser and/or his Agent transfer the benefit of the Contract. JCDecaux SA must be given prior written notice of any share transfer leading to a change in the control of the Advertiser, or any transfer of his business, any such transfer shall only be valid and binding on JCDecaux SA if the transferor and the transferee are jointly and severally liable for any amount due or owed to JCDecaux Airport France.

Article 12 – Modifications

Any addition, deletion, amendment and/or removal made in the JCDecaux Airport France General Sales Conditions, as on the Commercial Conditions and/or the rates, that has not been agreed in writing by the JCDecaux Airport France, shall not be binding or enforceable against it.

Article 13 - Applicable law - Jurisdiction

This Contract shall be governed by French law and any dispute arising out of, or in connection with this Contract shall be submitted to the Commercial Court of Nanterre.