



GENERAL TERMS AND CONDITIONS

2025 radio / television / online



reclame

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ARTICLE 1 DEFINITIONS

Paragraph 1 In deze Algemene Voorwaarden wordt verstaan onder:

- ▶ **“Submission Requirements”**: the technical submission requirements for Advertisements as set by Ster; available at www.ster.nl.
- ▶ **“Request”**: a request for the purchase (reservation) of Advertising Space, for the purpose of broadcasting/placing one or more Advertisements.
- ▶ **“Advertiser”**: the person marketing the product, service or product group for which an Advertisement is submitted for Placement.
- ▶ **“Advertising Space”**: advertising space for broadcasting/placing one or more Advertisements.
- ▶ **“General Terms and Conditions”**: these Ster General Terms and Conditions.
- ▶ **“Agency”**: a media agency that enters into a Contract on behalf of an Advertiser, either in its own name or on behalf of the Advertiser.
- ▶ **“Client”**: the party (Advertiser or Agency) entering into a Contract with Ster.
- ▶ **“Cookies”**: cookies, JavaScripts, web beacons and other technological measures (including “fingerprinting” technologies) installed on and/or read from an Internet user’s hardware (such as a computer, laptop, phone or other mobile device).
- ▶ **“Target Audience”**: the audience to be reached by an Advertisement, defined using social and demographic variables such as age, gender and social class, as stated in the Purchasing Brochure.
- ▶ **“GRP”**: one Gross Rating Point (GRP) equals a one percent viewing or radio rating within the Target Audience defined by the Client in the Request.
- ▶ **“Index/Indices”**: a surcharge and/or discount on the price for the purchase of Advertising Space and the Broadcast/Placement of Advertisements in that space.
- ▶ **“Purchasing Brochure”**: the brochure published annually by Ster and made public on the website www.ster.nl, containing a list of options for the purchase of Advertising Space, specifying Rates, Indices and special conditions and including appendices.
- ▶ **“Market Index/Market Indices”**: index related to developments in the advertising market, published periodically by Ster at www.ster.nl.
- ▶ **“Dutch Advertising Code”**: the Dutch Advertising Code, including all special advertising codes.
- ▶ **“Order Confirmation”**: document in which Ster confirms in writing (including electronically) its approval of the Request.
- ▶ **“Contract”**: a contract between Ster and the Client concerning the purchase of Advertising Space by the Client and the Broadcast/Placement of one or more Advertisements by or on behalf of Ster, including the Terms and Conditions.
- ▶ **“Personal Data”**: personal data as defined in the General Data Protection Regulation.
- ▶ **“Advertising Slot”**: the set of advertisements and/or teleshopping messages broadcast or to be broadcast on distribution channels of the national, regional and/or local public media service, aggregated to a certain duration, clearly distinguishable from the other content of the programmes by means of a visual or auditory accompaniment.

- ▶ **“Advertisement”**: an advertisement consisting of visual and/or audio material intended to be shown to the public on the Ster Network and/or in Advertising Slots provided by Ster on radio and/or television for the benefit of the Advertiser.
- ▶ **“Ster”**: the foundation under Dutch law Stichting Etherreclame, having its registered office and place of business in Hilversum, listed in the Commercial Register of the Chamber of Commerce under number 32023562.
- ▶ **“Ster Network”**: the third-party accessible digital distribution channels of the national, regional and local public media institutions on which Ster can show Advertisements.
- ▶ **“Rates”**: the rates for the purchase of Advertising Space, determined and disclosed by Ster through the Purchasing Brochure and/or through www.ster.nl.
- ▶ **“Broadcast/Placement Cycle”**: a period of one or more calendar months for which airtime/placement space for Advertisements can be reserved.
- ▶ **“Broadcast/Placement Date”**: the date agreed for the Placement of an Advertisement.
- ▶ **“Broadcast/Placement”**: the distribution/placement of an Advertisement.
- ▶ **“Broadcast/Placement Instruction”**: an electronic document in which the Client specified in writing the Advertisement that Ster is to broadcast/place on radio, TV and/or online media on the Placement Date(s), stating the Ster Number (a unique number that Ster assigns to an Advertiser’s product or service) and, if the Advertisement has already been submitted, the advertisement code (a unique code assigned to an Advertisement).
- ▶ **“Broadcast/Placement Price”**: the actual amount that the Client owes Ster under the Contract, i.e. the net amount stated in the Contract, adjusted for any Market Index, minus any discounts and plus sales tax.
- ▶ **“Terms and Conditions of Sale”**: the Ster terms and conditions of sale for radio, TV and online media of Ster, as can be found in the Purchasing Brochure and at www.ster.nl.
- ▶ **“Terms and Conditions”**: the General Terms and Conditions, Purchasing Brochure, Terms and Conditions of Sale and the Rates and Indices, all together, as can be found at www.ster.nl.

Paragraph 2 In these General Terms and Conditions, unless the context indicates otherwise, references to the singular include the plural and vice versa.

ARTICLE 2 APPLICABILITY AND AMENDMENT OF TERMS AND CONDITIONS

Paragraph 1 Ster decides with whom it does or does not enter into a Contract. By entering into a Contract with Ster, the Client accepts the applicability of the Terms and Conditions, which thereby become part of the Contract. These Terms and Conditions apply to all Contracts between Ster and a Client, the manner of their formation and their execution. The applicability of any general terms and conditions of the Client is hereby expressly rejected. Contracts, agreements or stipulations that deviate from these Terms and Conditions, regardless of whether they are special contracts, agreements or stipulations or general terms and conditions within the meaning of Article 6:231 of the Dutch Civil Code, will never be binding on Ster if they have not been expressly accepted by Ster in a written document signed by it, regardless of how the contract came about.

Paragraph 2 In case of conflict between them, the provisions of the Contract take precedence over those of the Terms and Conditions of Sale, the provisions of the Terms and Conditions of Sale take precedence over the provisions of the Purchasing Brochure and the latter take precedence over the General Terms and Conditions.

Paragraph 3 Ster is entitled to amend the Terms and Conditions unilaterally. The amended Terms and Conditions come into effect when they are published on the Ster website (www.ster.nl), or, in the case of Contracts already in force, when they are handed over. This is without prejudice to the provisions of Article 11.

Paragraph 4 Ster will provide the amended Terms and Conditions to Clients of Contracts already in force by sending the amended Terms and Conditions to the Client using the contact details used in previous communications with the Client.

Paragraph 5 If any provision of the Terms and Conditions is found to be invalid or non-binding on the basis of mandatory law or a court ruling, this will not affect the validity of the remaining provisions or of the Contract. The parties to the Contract will replace the provision in question with a new provision whose purport most closely approximates that of the original provision.

Paragraph 6 Errors or misprints in the Purchasing Brochure, Indices or Rates can never be binding on Ster.

ARTICLE 3 THE CLIENT

Paragraph 1 Where a Contract is entered into through the intervention of an Agency, it will be presumed that the Agency is acting at the behest of the Advertiser, but in its own name. The Agency is the Client and guarantees to provide the Advertiser with a copy of the Contract, the Terms and Conditions and invoices from Ster and to instruct the Advertiser in such a way that the Advertiser enables the Agency to fulfil all obligations under the Contract and the Terms and Conditions. Ster is authorised to provide the Advertiser with a copy of the Contract, the Terms and Conditions and/or invoices of Ster immediately upon request.

Paragraph 2 Where an Agency is acting on behalf of the Advertiser, the Advertiser or the Agency will produce a sound mandate or valid power of attorney.

The soundness of such mandate or power of attorney must be demonstrated to Ster's satisfaction. If a sound power of attorney or mandate to act on behalf of the Advertiser is present, the Advertiser is the Client.

The Agency, together with the Advertiser on whose behalf it acted, will be jointly and severally liable to Ster for the entirety of the obligations arising from the Contract.

ARTICLE 4 TRANSFERABILITY OF RIGHTS AND CHANGE OF AGENCY

Paragraph 1 Rights and obligations on the part of the Client under Contracts with Ster will only be transferable to third parties with Ster's prior written consent.

Paragraph 2 If an Agency has entered into a Contract with Ster on behalf of the Advertiser and the Advertiser wishes to replace the Agency with another Agency during the term of the Contract, this requires Ster's prior written consent. Ster will not withhold such consent on unreasonable grounds. A reasonable ground for withholding consent would be the refusal of the new Agency to hold itself jointly and severally liable alongside the Advertiser for the performance of all obligations arising from the Contract.

Paragraph 3 Ster may attach conditions to the granting of consent as referred to in paragraphs 1 and 2.

ARTICLE 5 THE REQUEST

Paragraph 1 The manner and conditions under which Advertising Space can be purchased are disclosed in the Terms and Conditions. The Client may submit a Request based on the Terms and Conditions. In the Request, the Client must provide all the information necessary for Ster to process the Request correctly. The following information must in any case be stated in the Request and is a condition for the Broadcast/Placement of Advertisements:

- ▶ the name(s) of the Advertiser or group of Advertisers for whom Ster will Broadcast/Place the Advertisement;
- ▶ the name of the product and/or service (or, as the case may be, products and/or services) being promoted in the Advertisement (or, to be determined in consultation with Ster and on special terms and conditions to be determined by Ster, the product group);
- ▶ if the product or service is marketed under a particular brand or exported under a particular name: the brand or name in question;
- ▶ in what form and through which purchasing option the purchase is made;
- ▶ campaign period for which Advertising Space is purchased and budget; and
- ▶ length of the Advertisement(s) and, in the case of purchasing based on GRP, the Target Group.

ARTICLE 6 THE CONTRACT

Paragraph 1 In exchange for payment of the Broadcast/Placement Price, Ster broadcasts/places Advertisements on behalf of the Client, as agreed by Ster and the Client. To this end, the Client requests Advertising Space in advance.

Paragraph 2 Upon receipt of one or more Requests, Ster will assess whether Advertising Space is available. If the available space is no longer sufficient, or a purchasing option or time period is not available or temporarily unavailable, Ster will communicate this to the Client as soon as possible after the Request. When selling/reserving Advertising Space, Ster applies priority rules as set out in the Terms and Conditions of Sale. Ster reserves the right to set further priority rules or to deviate from rules set, at its sole discretion.

Paragraph 3 If Advertising Space is available and the Request complies with the Terms and Conditions in all other respects, Ster will send the applicant an Order Confirmation. The Client's receipt of the Order Confirmation will bring about a Contract between Ster and the Client, the subject of which is the reservation of Advertising Space and the subsequent Broadcast/Placement of the Advertisement(s).

Paragraph 4 Only in cases where the confirmation of the Request cannot be made in writing or electronically due to urgency, the Contract will be brought about at the

time Ster verbally confirms the order. Ster will put the Contract in writing and send it electronically as soon as possible.

Paragraph 5 In accepting a Request for a certain Advertisement, Ster may impose further conditions on the time or environment of Broadcast and/or Placement, as well as on the content of the Advertisement.

Paragraph 6 Ster is authorised, without any obligation to pay compensation, to refuse a Request for or the execution of all or part of the Broadcast/Placement Instruction of an Advertisement if at least one of the following situations occurs:

- ▶ if the Broadcast/Placement of the Advertisement does not reasonably appear permissible as referred to in Article 9;
- ▶ if the Request or the Broadcast/Placement of the Advertisement might otherwise conflict with the interests of Ster, of the national, regional and local public media institutions, or of its Advertisers or a group of Advertisers; or
- ▶ if the Request or Broadcast/Placement Instruction or the content of the Advertisement does not comply with the Terms and Conditions.

A Request is in any case deemed contrary to Ster's interests if, in Ster's opinion, the Target Group indicated by the Client in the Request does not suit the Advertiser's product or service.

In its assessment, Ster will be guided by, among other things, the principles and rules of the Dutch Advertising Code, the Media Act 2008, Kijkwijzer (NICAM) and the policy rules of the of the Dutch Media Authority. In addition, Ster is guided by what it considers to be in keeping with the character of the Broadcasts/Placements as it provides them under its own editorial responsibility and according to its own reasonable discretion.

Paragraph 7 Ster is not liable for any loss on the part of the Client and/or a third party arising from misunderstandings in respect of the content and execution of the Contract caused by Ster's failure to receive communications or information from the Client or to receive such information in time or in full.

The Client will indemnify Ster against any claims by third parties for compensation of such loss.

Paragraph 8 The Client acknowledges that the public media institutions for which Ster provides the Advertisements are editorially independent and that neither Ster nor the Advertiser can influence the editorial decisions of these public media institutions.

ARTICLE 7 SUBMISSION OF BROADCAST/PLACEMENT INSTRUCTION AND ADVERTISEMENTS

Paragraph 1 The Broadcast/Placement Instruction must be submitted in writing (by means of an electronic document intended for that purpose) to Ster by the Client no later than three business days before the first stated Broadcast/Placement Date, unless different deadlines have been included in this respect on the website referred to in Article 7.3.

Paragraph 2 Changes to a Broadcast/Placement Instruction will be implemented by Ster on the basis of a written request submitted by the Client, subject to the conditions in the event of cancellation/rescheduling as referred to in Article 13 of these General Terms and Conditions.

Paragraph 3 Advertisements must be submitted to Ster in accordance with the Contract, within the applicable submission period announced by Ster and in accordance with the Submission Requirements for the type of medium in question, as published and available via www.ster.nl.

Paragraph 4 If Ster does not submit the Broadcast/Placement Instruction in time or in full (which includes a failure to link an advertisement code to a Broadcast/Placement Instruction in time) or has not received it in accordance with the Contract for other reasons, Ster may choose to have an Advertisement of the agreed length already received Broadcast/Placed for the Client in respect of the product or service stated in the Contract. Ster is not liable for any loss on the part of the Client arising from this Broadcast/Placement. If no such other Advertisement is available at Ster, Ster may choose not to proceed with the Broadcast/Placement.

Paragraph 5 In the event that a Broadcast/Placement does not go ahead pursuant to the provisions of paragraph 4, the Client must pay the agreed Broadcast/Placement Price in full. If the airtime that has become available is filled with an Advertisement from another Advertiser, such does not detract from the Client's payment obligation. Ster has the right to allocate airtime that has become available entirely at its own discretion.

ARTICLE 8 PRESENTATION OF STORYBOARDS, SCRIPTS AND TEST MATERIAL

Paragraph 1 At the request of a Client, Ster will give a non-binding opinion on the admissibility of storyboards, scripts, texts, working footage, other parts, designs or (of) complete Advertisements.

Paragraph 2 The material to be assessed must be presented in such timely fashion as to enable Ster to render a timely opinion.

Paragraph 3 The provisions of this article in no way detract from the obligations of the Client under the Contract and in particular its own responsibility for the form and content of the Advertisement, or the correctness thereof, as expressed in Article 9.3.

ARTICLE 9 CONDITIONS ON ADVERTISEMENTS; THIRD-PARTY RIGHTS

Paragraph 1 Without prejudice to the other provisions of these General Terms and Conditions, in particular, but not limited to the provisions of Article 6(6) and Article 18, the Client guarantees that:

- ▶ (the Broadcast/Placement of) the Advertisement is not contrary to applicable laws and regulations and generally applicable advertising standards, including the Media Act 2008, European regulations, the Dutch Advertising Code and Kijkwijzer (NICAM);
- ▶ the Advertisement contains nothing that infringes any intellectual property right (including copyright and/or trademark rights) or any other right;
- ▶ the Client is authorised in the broadest sense of the word to have the Advertisement Broadcast/Placed and/or to reproduce and have it used in accordance with these General Terms and Conditions;
- ▶ the required data regarding the music or other copyrighted material that forms part of an Advertisement offered for Broadcast/Placement and whose rights are managed by collective management organisations will be submitted in time and in full, in accordance with the applicable regulations and registration procedures as used by the relevant collective management organisations for copyrights and neighbouring rights; and
- ▶ the Broadcast/Placement of the Advertisement is otherwise permissible.

The above applies both to visual imagery, spoken and/or written word, music or other audio.

Paragraph 2 The Client grants Ster and the public media institutions the right to make the Advertisement public within the context of the Contract.

In addition, the Client grants Ster the right to make the Advertisement or any part thereof public without restriction by all available distribution methods according to time and territory in connection with the Gouden Loekie election or through digital platforms managed by Ster and/or Stichting Screenforce.

The Client also grants Ster the right to donate the Advertisement or part thereof to the Netherlands Institute for Sound and Vision for archiving and preservation. The Client hereby grants both Ster and the Netherlands Institute for Sound and Vision the right to reproduce and publish or procure the reproduction and publication of the Advertisement for educational, cultural and research purposes. The Client may raise any objections to the publication or reproduction of its Advertisement for the purposes mentioned in this paragraph in writing by sending an e-mail to ster@ster.nl.

Paragraph 3 The Client alone is responsible in all cases for the form and content of the Advertisement and the consequences of non-compliance with the Terms and Conditions, as well as for the consequences of violation of the applicable laws, regulations or advertising standards. Ster cannot be held liable for any defect in, any inaccuracy of or incompatibility with the Terms and Conditions or laws and regulations of the Advertisement submitted by or on behalf of the Client.

Paragraph 4 If, in the opinion of Ster, an Advertisement submitted does not meet the requirements set out in the Terms and Conditions, it will be rejected for Broadcast/ Placement. Ster is not liable for any loss in any form caused by the rejection. Ster will notify the Client of the rejection.

If a simple adjustment can eliminate a conflict with the Terms and Conditions, Ster will communicate this as well. This paragraph 4 is without prejudice to the provisions of paragraph 3. The Client cannot derive any rights from any assessment and/or communication by Ster to the Client concerning any adjustment of the Advertisement as referred to above and/or the Broadcast of an Advertisement by Ster.

Paragraph 5 All data/metadata relating to the Broadcast/Placement of the Advertisement, including – but not limited to – net and gross sales prices, indices, schedules (including purchasing options, date, channels, time and slots) are jointly owned by Ster and the Client. Third parties may only view and/or process this data if Ster and the Client have granted their express consent.

ARTICLE 10 LIMITATION OF BROADCAST/PLACEMENT

Paragraph 1 If, during the course of a Contract, an Advertisement Broadcast/Placed or to be Broadcast/Placed is no longer permissible within the meaning of Article 9, or if Ster may reasonably assume that an Advertisement will no longer be permissible, Ster has the right to unilaterally suspend or terminate Broadcast/Placement with immediate effect.

Ster will notify the Client in writing as soon as reasonably possible. Ster is not liable to compensate any loss caused by the suspension or termination.

Paragraph 2 Ster will, in the event of suspension or termination of a Broadcast/ Placement, be entitled to apply the regulation as stated in Article 13 and charge cancellation fees to the Client.

ARTICLE 11 RATES AND INDICES

Paragraph 1 In principle, the Rates charged by Ster for the Broadcast/Placement of Advertisements are set once a month for television and once a quarter for radio and digital media. They are announced via the Purchasing Brochure and/or www.ster.nl.

Paragraph 2 Indices applied to the Rates will be published via the Purchasing Brochure and/or announced via www.ster.nl. Market indices are in principle determined and published via www.ster.nl on a monthly basis.

Paragraph 3 Ster reserves the right, during the period to which Rates and/or Indices apply, to change these Rates and/or Indices if there is reasonable cause to do so. Ster is in any case entitled to adjust the Rates and/or Indices if the maximum share of advertising and teleshopping messages in the programmes of a public media service per programme channel is higher or lower than 8% (television) or 10% (radio) and/or in case of changes in laws and regulations. These changes will be announced via a mailing and/or www.ster.nl. Changes Rates or Indices will apply from the opening of the next (monthly) round of requests for Advertising Space as published and available on www.ster.nl.

Paragraph 4 If the Client has requested Advertising Space against payment of a fixed Rate per Advertisement (so not against payment per GRP), then, in deviation from the last sentence of paragraph 3, Ster may change the Rate during the term of the Contract in the special circumstances mentioned below and under the conditions formulated below.

Paragraph 5 If a special event or a special programme is Broadcast/Placed that was not initially included in the programming, or if a programme on a distribution channel of the national, regional and local public media institutions achieves an unexpectedly high audience share, resulting in disproportionality between the GRPs realised and the fee for the Broadcast/Placement of the Advertisement, Ster reserves the right to adjust the Rate for the Advertising Slots immediately before, after or during the programme. Ster will inform the Clients concerned of the Rate adjustment referred to in paragraph 5 at least two hours before the time of Broadcast/Placement. If Ster exercises this right, the Client has the right to inform Ster whether or not it wishes the Broadcast/Placement to proceed at this adjusted rate. If the Client does not want a Broadcast/Placement at the adjusted rate, Ster will make every effort to provide the Broadcast/Placement in a comparable Advertising Slot to be agreed upon.

Paragraph 6 If a website or placement space is opened for a special event, which was not initially included in the Ster Network, Ster reserves the right to set the Rate for this Advertisement on the Ster Network outside the Purchasing Brochure.

Paragraph 7 The costs per GRP may differ from the (indicative) pricing mechanism shown in Ster's Purchasing Brochure due to interim rounding to whole euros at partial order and spot level. Ster's booking system is leading.

Paragraph 8 All Rates and prices quoted by Ster are exclusive of turnover tax (VAT), which will be borne by the Client.

ARTICLE 12 INVOICING/PAYMENT

Paragraph 1 The Broadcast/Placement Price that the Client owes Ster will be invoiced by Ster to the Client on a monthly basis. Invoicing will take place every tenth day of the month, or the first business day after that, for the Broadcasts/Placements of the previous month. The invoice amount must be received by Ster no later than 30 days after the invoice date.

Paragraph 2 Ster is authorised, both prior to and during the execution of the Contract, to carry out one or more investigations (or have them carried out) into the creditworthiness of a Client or potential Client. Ster may at any time, when it considers such reasonable in its discretion, require advance payment or security. Ster considers advance payment or the provision of security by the Client reasonable in any case if, in Ster's opinion, the payment behaviour and/or a change in the creditworthiness of the Client gives cause for such.

Paragraph 3 After the expiry of the payment term referred to in paragraph 1, the Client

will be in default without any notice of default being required.

Paragraph 4 Ster is entitled, as from the occurrence of the default, to add to all sums owed statutory commercial interest for each month or part thereof that the Client is in default. Furthermore, all judicial and extrajudicial costs incurred by Ster in connection with collecting the claim against the Client, including collection costs, will be borne by the Client. Collection costs are set at 15% of the amount owed. Payment of the outstanding amount will first be deducted from any collection costs incurred, then from the interest owed and finally from the original invoice amount.

Paragraph 5 The Client is not allowed to set off a claim against Ster against outstanding invoices from Ster.

Paragraph 6 If payment is not made or not made in time or if security is not provided or not provided in time, Ster will be entitled to suspend the performance or further performance of its obligations under the Contract with the Client or to cause them to lapse and therefore to dissolve the Contract for the part not yet performed. Suspension or termination by Ster will not release the Client from its obligation to pay the entire fee owed under the Contract.

Paragraph 7 If the entire invoice amount is paid no later than the tenth business day after the invoice date, this will give rise to a right to an early payment discount, consisting of a percentage of the amount owed under the Contract. The percentage is set periodically by Ster and stated in the Purchasing Brochure.

The early payment discount is calculated on the invoice value and is shown on the invoice.

Paragraph 8 If the Client makes the Request via the Media Buying Systems software or Ster's client portal, this will give rise to a right to a system discount consisting of a percentage of the amount owed under the Contract. The right to a system discount applies, and is calculated, per medium type (television, radio or online/the Ster Network). Ster reserves the right to attach additional conditions to the system discount, or the obtainment thereof, during the calendar year. Any changes will be communicated to the Client in writing and will take effect no earlier than three months after publication. The percentage is set periodically by Ster and stated in the Purchasing Brochure. The system discount is deducted from the invoice before (excluding) turnover tax.

ARTICLE 13 CANCELLATION AND RESCHEDULING OF AIRTIME AND PLACEMENT SPACE

Paragraph 1 An unperformed part of the Contract (/reservation of airtime) can be cancelled or rescheduled free of charge up to and including three business days prior to the Broadcast/Placement Date, with the exception of paragraph 2 of this article. In case of a cancellation or rescheduling two business days or less before the Broadcast/Placement Date, Ster is entitled to charge 100% of the cancelled or rescheduled Advertising Space. The date of cancellation or rescheduling

The date of cancellation or rescheduling will be considered to be the date on which Ster has received a written request to that effect. Ster's cancellation policy takes effect on the first day after the close of the first request deadline of the relevant calendar month as published annually on www.ster.nl.

Paragraph 2 If, after the first request deadline, more than 10% of the Advertising Space reserved for an Advertiser in a calendar month within the same medium type (television, radio or online/the Ster Network) is cancelled and/or rescheduled, Ster is entitled to charge a fee of 15% on the cancelled and/or rescheduled amount in excess of 10%.

By way of illustration:

- ▶ Reservation television September 2025: EUR 100,000
- ▶ Cancelled and/or rescheduled: EUR 30,000
- ▶ Not charged (10% of EUR 100,000): EUR 10,000
- ▶ Cancellation fee (15% of EUR 20,000): EUR 3,000

Paragraph 3 The fees payable to Ster under this article are – to avoid misunderstandings – determined on the basis of the total amount of the Requests over a calendar month per medium type. This means that any budget increases after the closure of the first request deadline are also taken into account when determining the cancellation fee. The above fees will be invoiced by Ster in accordance with Article 12 and increased by VAT. Ster has the right to allocate Advertising Space that has become available entirely at its own discretion.

ARTICLE 14 LIABILITY BROADCAST/PLACEMENT OF ADVERTISEMENT

Paragraph 1 Ster will make every effort, in accordance with the Broadcast/Placement Instruction and with due observance of the provisions of these General Terms and Conditions, to have the Advertisement made available for Broadcast/Placement Broadcast/Placed at the agreed time and/or within the agreed environment.

Paragraph 2 If a Broadcast/Placement does not take place or does not take place in full, if a different expression is Broadcast/Placed than agreed upon and set out in the Broadcast/Placement Instruction, or if the Broadcast/Placement does not take place at the originally set time (in which respect a margin of approximately one hour may be applied) or in the originally set environment, then Ster will make every effort to have the Broadcast/Placement take place in Advertising Space that is as equivalent as possible to the agreed-upon Advertising Space. The Client may indicate in writing that it does not desire such, in which case Ster will refund/credit the broadcast price. In the event of an incomplete Broadcast/Placement, the refund/crediting will be proportionate to the extent possible to the area not reached and/or the degree of impairment of the Advertisement.

Paragraph 3 The Client must inform Ster of the above shortcomings within ten (10) business days of the day of Broadcast/Placement or, in case of non-broadcast,

the day on which the Broadcast/Placement should have taken place, by written notice supported with documentation where possible. In the absence of written notification within the stipulated period, any right or claim on the part of the Client against Ster will lapse.

Paragraph 4 Ster's obligations from paragraph 2 will not apply if Ster can prove that the failure to Broadcast/Place or failure to Broadcast/Place in full, the Broadcast/Placement of an expression other than that agreed upon, or the Broadcast/Placement at a time or in an environment different from that originally agreed upon was not caused by the fault of Ster or its staff. It is presumed that this is in any event the case in the situation where this circumstance is for the account and risk of the Client according to the Terms and Conditions and in the situation where the Advertisement is not submitted or not submitted in accordance with the Contract, including the Terms and Conditions and Submission Requirements.

Paragraph 5 Ster's liability beyond that described in these General Terms and Conditions (including Article 14.2) is expressly excluded, except in those cases where the Client proves that Ster's attributable failure is a result of deliberate intent or deliberate recklessness (gross negligence) on the part of Ster. Any liability on the

part of Ster is always limited to direct loss and to a maximum of the amount directly related to the part of the Contract that was not or not correctly performed.

Ster will never be liable for indirect loss, such as loss of profit, other trading loss and/or consequential loss or third-party loss.

Paragraph 6 Ster is not liable for loss of or damage to material supplied by the Client or third parties, unless there is deliberate intent or gross negligence on the part of Ster.

Paragraph 7 Any attributable failure by Ster will not give the Client the power to unilaterally terminate its obligations under the Contract.

Paragraph 8 Financial loss and any other disadvantages suffered by Ster as a result of the Broadcast/Placement of an Advertisement or because the Client failed attributable in the performance of the Contract with Ster will be fully compensated to Ster by the Client at Ster's first request. The Client will indemnify Ster both in and out of court against all claims and third-party claims regarding the content of an Advertisement and the Broadcast/Placement thereof, as well as against all claims and third-party claims arising from the Client's attributable failure to perform an obligation and/or breach of a guarantee under the Contract. If the loss is caused by or attributable to the Advertiser, the Client will be liable for its full compensation.

ARTICLE 15 FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

Paragraph 1 If Ster is unable to perform its obligations under the Contract due to force majeure, it is entitled to suspend the performance of these obligations for the duration of the force majeure situation, without being liable to compensate any resulting loss.

Paragraph 2 If the force majeure situation has lasted for more than 30 consecutive days, both the Client and Ster may dissolve the Contract without being liable to pay compensation to the other party.

Paragraph 3 Force majeure on the part of Ster occurs when Ster cannot perform its obligations under the Contract due to circumstances that are beyond Ster's direct control and cannot be attributed to Ster. Force majeure is in any case understood to mean a cyberattack, adjustment in the programming of the national, regional and local public media institutions and/or pandemics/epidemics or related restrictive government or other measures as a result of which Ster's business operations are/will be seriously disrupted.

ARTICLE 16 TERM AND TERMINATION

Paragraph 1 Each Contract has a term as stated in the Order Confirmation.

Paragraph 2 Ster has the right to temporarily or permanently dissolve the Contract in whole or in part with immediate effect if:

- ▶ the Client enters into a debt settlement with its creditors, the Client is granted suspension of payments, or its bankruptcy is filed for or declared;
- ▶ attachment is imposed on the Client's assets or a substantial part thereof;
- ▶ the Client's business is dissolved or otherwise ceases to exist;
- ▶ the control within the Client's company changes substantially;
- ▶ the Client fails to comply with the provisions of Article 9 or Article 18;
- ▶ a change in laws and/or regulations or a decision by NPO renders impossible or prohibits the performance of all or part of the obligations under this Contract, either temporarily or permanently and/or in whole or in part, including – but not limited to – new laws and/or regulations that restrict the Advertising Space that Ster can offer;
- ▶ administrative enforcement action by a competent authority, a decision by the NPO or a court order renders impossible or prohibits the performance of all or part of the obligations under this Contract, either temporarily or permanently and/or in whole or in part.

In cases (a) through (c), Ster's claims against the Client will become immediately due and payable.

Paragraph 3 Provisions that by their nature are intended to continue after termination of the Contract will survive termination of the Contract for any reason whatsoever.

ARTICLE 17 EXCLUSIVITY

Ster strives to grant industry exclusivity in Advertising Slots, but gives no guarantee whatsoever that Advertisements advertising similar products or services, produced on behalf of competing Advertisers, will not be Broadcast/Placed in the same Advertising Slot.

ARTICLE 18 COOKIES AND PERSONAL DATA

The Client is not allowed to place Cookies via an Advertisement. The Client is also not allowed to process Personal Data of visitors to the Ster Network.

ARTICLE 19 APPLICABLE LAW, DISPUTES

Contracts between Ster and the Client are governed by Dutch law. Disputes arising from or as a result of a Contract between Ster and the Client will be resolved in mutual consultation as far as possible. If the matter cannot be resolved in mutual consultation, the dispute will be submitted to the competent court in Amsterdam.

ARTICLE 20 PUBLICATION AND ENTRY INTO EFFECT

These General Terms and Conditions are made public and available to any interested party at Ster's offices as well as via www.ster.nl. They entered into effect through their publication on the Ster website.





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