

## § 1 DEFINITIONS

For the purposes of these General Terms and Conditions for the placement of advertisements, agreements, contracts, annexes, orders and any other documents, the following terms shall have the following respective meanings:

**PUBLISHER – MURATOR S.A.**, with its registered office at al. Wyzwolenia 14, 00-570 Warsaw, Poland.

**ADVERTISER** – an individual, body corporate or unincorporated body established in accordance with the law, to pursue business activity, ordering the placement of an advertisement pertaining directly to its business activity or, in the case of an advertising agency, that of its Client, in one of MURATOR S.A. publications.

**STEADY CUSTOMER/Client of Long Standing** – Advertiser, who has paid their dues on time for at least three orders no matter if the orders had been placed all in the same time or one after another, and regardless of the date of ordering and the unit and/or total value of the orders.

**PUBLICATION** – an independent title published periodically or at indefinite intervals.

**INSERTION** – each appearance (issue) of an advertisement in a publication or Internet service.

**INTERNET SERVICE** – presentation of data transmitted over the Internet, viewed with the aid of specialized software known as Internet browsers or other software and hardware that enable such data to be received. A Internet service may contain text, graphic files, multimedia files, scripts and software running on the server and on the User's hardware.

**STATISTICS** – available data on the viewing of the advertisement in the Internet service and its effectiveness.

**ADVERTISEMENT** – a paid form of product, service and concept presentation and promotion with content and layout set out by the Advertiser. The advertisement must comply with the Technical Specifications for Advertisements Submitted to MURATOR S.A. for Placement in 2011 for MURATOR S.A.'s appropriate publication and may not violate press or penal law. The advertisement may not be in conflict with MURATOR S.A.'s interests.

**PRESENTATION** – a paid form of product, service and idea presentation and promotion with content and layout compatible with the topic of a given publication or Internet service as established by MURATOR S.A. The presentation shall be prepared by MURATOR S.A. according to materials supplied by the Advertiser. The graphic form of the presentation shall be defined and adapted to the graphic layout of the publication concerned.

**ADVERTISING MATERIAL** – ready information material, i.e. material ready for print or Internet placement, or submitted to MURATOR S.A. for preparation of an advertisement or presentation, compliant with the Technical Specifications for Advertisements Submitted to MURATOR S.A. for Placement in 2011 for the appropriate publication.

**OTHER SERVICES** – all non-standard services rendered by MURATOR S.A..

**DISCOUNT** – a percentage deduction from the usual rate, as set forth in MURATOR S.A.'s rate card for the placement of an advertisement relating directly to the Advertiser.

**AGENCY DISCOUNT** – a percentage deduction from the usual rate, as set forth in MURATOR S.A.'s rate card, granted to the Advertiser being an advertising agency for procuring orders for the placement of advertisements from the Advertiser's Clients. The agency discount shall include both a discount for the agency and a discount for its Client, if any. The percentage of the agency discount shall depend on the value of orders received from the Advertiser in a given time period.

**SPECIAL DISCOUNT** – additional discount for a 100% advance payment for a given insertion of an advertisement.

**ADVANCE PAYMENT** – part of amount due for the placement of an advertisement appearing in printed publications, paid in advance within the deadline set out in these General Terms and Conditions.

## § 2 SCOPE OF AGREEMENT

1. The General Terms and Conditions shall apply to the acceptance and placement of advertisement orders in the MURATOR S.A. publications and Internet services, pertaining directly to the Advertiser's business activity. The order shall be carried out by the MURATOR S.A. based on agreements with the Advertiser according to these General Terms and Conditions. Upon signing of an agreement, both parties shall deliver copies of up-to-date extracts from the relevant register, confirming the existence of the company, the person(s) it is represented by and the power of attorney for its representatives signing the contract.

2. In the event MURATOR S.A. undertakes services other than the standard ones set forth in paragraph 1, detailed conditions for the submission of advertising materials by the Advertiser, schedules and form of execution of the order, cost calculation and form of payment shall be subject to a special agreement. Where not provided for in such an agreement, these General Terms and Conditions shall apply as appropriate.

## § 3 ADVERTISING MATERIAL

1. Unless otherwise provided in the agreement, the Advertiser shall prepare and submit the material in accordance with the Technical Specifications for Advertisements Submitted to MURATOR S.A. for Placement in 2011 for the appropriate publications or Internet services of MURATOR S.A., appended to the Agreement and also available from the MURATOR S.A. Advertising Department at ul. Dęblińska 6, 04-187 Warsaw, Poland. The Advertiser shall deliver the materials at their own cost and within the deadlines set forth in the Technical Specifications for Advertisements Submitted to MURATOR S.A. for Placement in 2011. The Advertiser may order an advertisement only in the format appropriate for the given publication, unless circumstances arise as described in § 2 (2).

2. In the case of multiple insertions, should the Advertiser wish to modify an accepted advertisement, he shall be obliged to inform MURATOR S.A. thereof and to submit the necessary materials within the deadlines and in the form described in the Technical Specifications for Advertisements Submitted to MURATOR S.A. for Placement in 2011. Failure to meet the above requirements shall result in the publication of the advertisement in the version published most recently.

3. If the Advertiser's material (originals including the medium) is to be returned after use, the Advertiser must provide for this in the agreement or in the document confirming the reception of the material. In such a case, the material shall be returned immediately after the expiry of the period for claims for any defects in the published material. In all other cases, the material submitted to the MURATOR S.A. for the purposes of the order shall remain in the MURATOR S.A. inventory.

4. MURATOR S.A. reserves the right to mark advertisements (purchased pages or their parts) with designations such as ADVERTISEMENT.

5. MURATOR S.A. undertakes to prepare the publication in the best possible quality.

6. MURATOR S.A. shall not be held liable for the content of published advertisements.

7. In the case of ready advertising material submitted for placement in Internet services in the following formats: jpg, gif, animated gif, flash up to version 6, html and rich media, the Advertiser shall be required to:

a) submit the ready materials to the MURATOR S.A. no later than five working days before the insertion deadline to allow the Internet Design Department time for testing,

b) submit an accessory copy of the material in a simple graphic format (jpg, gif or animated gif) to be displayed when the User's browser does not support flash, html or rich media formats.

8. Failure to submit advertising materials within the deadline shall be regarded as cancellation of the order. In such a situation, the date of commencement of the advertising campaign may be modified with consent from MURATOR S.A.. MURATOR S.A. shall not be held liable for compensation for breach of contract, shall be held harmless against claims for damages and shall not refund any amount(s) paid for the uncompleted part of the order.

## § 4 ACCEPTANCE AND WITHDRAWAL OF ORDER

1. Advertisements shall be placed under agreements or individual orders according to templates prepared by the MURATOR S.A.

2. Orders from Advertisers who have, in the period of the last two years, failed to follow these General Terms and Conditions regarding deadlines and forms of payment for published advertisements or other paid information, shall only be carried out on the condition of full prepayment by the Advertiser before each ordered insertion incurred within the deadlines of 30 days before the date of the advertising insertion

3. MURATOR S.A. may refuse an order or reject advertising material following the signing of an agreement if its publication would, in the MURATOR S.A.'s opinion, violate press or penal laws, or the contents of the advertisements were to compromise the interests of the MURATOR S.A. or the Advertiser. In such a case, the agreement shall be cancelled and any advance payment that may have been made shall be returned within 7 days.

4. The Advertiser may withdraw an order without any financial consequences no later than 30 days prior to the deadline for the submission/change of advertising material as described in the Technical Specifications for Advertisements Submitted to MURATOR S.A. for Placement in 2011 (for Internet services, the deadline shall be the day before the first day of publication on the Internet). In such a case, the prepayment shall be returned within 30 days of the day the MURATOR S.A. receives an order withdrawal notice.

5. The withdrawal of an order after the deadlines set forth in paragraph 4 shall be ineffective and the Advertiser shall be obliged to pay the full sum for the publication of the advertisement. These conditions shall apply, as appropriate, to the Advertiser's request for acceptance of changes in advertising material.

6. The Client shall have access to a website containing the statistics of page views and clicks (if the advertisement is clickable) during and 30 days after the advertising campaign. If the Internet advertising campaign is not completed within the contracted period for reasons beyond the MURATOR S.A.'s control, its duration shall be extended accordingly or the Advertiser shall be able to utilize the remaining insertions in the next order.

## § 5 ADVERTISING RATES

1. The rates for the publication of advertisements shall be set forth in the MURATOR S.A.'s current rate card effective on the date of signing of the agreement. Rates from the rate card (and the value of the order set forth in the agreement) shall all be net amounts, to which value added tax (VAT) shall be added at the rate effective at the invoice date.

2. The rates shall also include the Advertiser's complimentary copy of the publication containing the advertisement; if the Advertiser is an advertising agency, this shall also apply to an extra copy for the agency's Client.

3. Rates for advertisements placed in the publications and Internet services of MURATOR S.A. shall be based on individual services, i.e. the insertion of an advertisement in one issue of the MURATOR S.A.'s particular title or one-time display or insertion of an advertisement on the Internet for the contracted time period.

4. MURATOR S.A. reserves the right to change advertising rates in justified cases. Information about the change in rates (new rate card) shall be sent to the Advertiser by registered mail no later than 3 months prior to the publication of the issue to which the rise in rates applies and no later than 1 month prior to the change in Internet service advertising rates.

## § 6 MODES OF PAYMENT (ADVANCE, ADDITIONAL PAYMENT AND PREPAYMENT)

1. The amount due for the placement of the advertisement shall be payable in the following way:

- for orders of unit value up to 1000 PLN (in words: one thousand PLN) as advance payment of 100% of the gross cost of the whole order as per pro-forma invoice no later than 30 days before the insertion of the advertisement in the publication concerned

- for orders of unit value exceeding 1 000 PLN (in words: one thousand PLN) as advance payment of 40% of the gross cost of the whole order as per pro-forma invoice no later than 30 days before the insertion of the advertisement in the publication concerned, and payment of the remaining 60% of the value of every ordered advertisement within 14 days of the date of the VAT invoice sent to the Advertiser after the publication of the advertisement; having made the first advance payment, the Advertiser shall make all remaining payments according to the terms and conditions of this paragraph.

2. The Advertiser may make a single advance payment of 100% of the gross cost of the whole order (or each insertion of the advertisement) no later than 30 days before the appearance in print of the first of the ordered advertisements in the publication concerned (or no later than 30 days before the date of release of each consecutive advertisement ordered). This shall entitle the Advertiser - a steady customer to a further special discount of 2% on the amount due for the invoicing of the given insertion (i.e. payment for the publication of the advertisement as calculated after all other applicable discounts). Each advance payment shall be considered to be a payment of the gross amount, i.e. including VAT, and, in accordance with §17 (1) and (2) of the Ordinance of the Minister of Finance of 25 May 2005 (Journal of Laws of 2005, No 95, item 789, as amended), a VAT invoice shall be issued within 7 days of payment for the amount advanced. The date of payment shall be deemed to be the day the amount is credited to the MURATOR S.A.'s account.

3. Failure to pay the first advance on time may lead to the termination of the agreement by MURATOR S.A. If other advance payments are provided for in the agreement, failure to make advance payments for subsequent issues within the deadlines set forth in paragraph 1 shall entitle MURATOR S.A. to suspend the completion of the agreement or to terminate it unilaterally. These rules shall apply accordingly to delays in payment of additional charges for advertisements placed. However, MURATOR S.A. may carry out the order and institute legal proceedings for the collection of any balance due.

4. In the case of changes in advertising rates set forth in § 5 (4), if the Advertiser makes a 100% prepayment of the gross order value, rate changes shall not apply to publications already paid for.

5. Amounts due for insertions in Internet services shall be payable within 14 days of issuance date of the VAT invoice. The invoice shall not be issued later than 7 days after the publication of advertisements contracted for a given period of time or 7 days after the end of an advertising campaign contracted for an agreed number of insertions.

## § 7 FORMS OF PAYMENT

1. The Advertiser may make the payment to the MURATOR S.A.'s account with BPH S.A. IBAN: PL 44 1060 0076 0000 3210 0014 8968, SWIFT: BPHKPLPK or directly at MURATOR S.A.'s cash desk at ul. Dęblińska 6, 04-187 Warszawa – within the limits allowed by regulations governing cash transactions – or with a payment card accepted by MURATOR S.A. The costs of the money transfer, and, in the case of a foreign transfer, also the costs of the foreign bank, shall be borne by the Advertiser.

2. Any additional services connected with the placement and preparation of the advertisement, in particular graphics, photography, preparation for print, printing, mailing services, postal charges for extra copies and costs of reception of advertising materials shall be billed to the Advertiser by a separate VAT invoice, payable within 14 days of its issue, at rates individually negotiated with the Advertiser. This shall apply accordingly to additional charges for changes in advertising materials made by the Advertiser and accepted by MURATOR S.A., involving additional costs to MURATOR S.A..

3. Late payments shall result in the cancellation of any previously agreed discounts and shall be subject to default interest at the statutory interest rate.

## § 8 DISCOUNTS

1. If the agreement provides for more than one insertion of an advertisement, MURATOR S.A. may grant a discount on the rate card value of the advertisements published under the same order. The granting and amount of discount shall be subject to mutual agreement in writing.

2. Should the Advertiser make a 100% prepayment of the gross amount due for the whole order (or a given insertion of an advertisement) within the advance payment deadline and deliver (also by fax) a copy of the receipt of payment or a bank confirmation of money transfer to MURATOR S.A., an additional discount of 2% of the net value of each insertion (i.e. the amount due for the publication of the advertisement after subtraction of all other discounts) shall be given.

3. Discounts granted to the Advertiser for advertisements and presentations in the appropriate publications and Internet services shall not be deemed to be automatically applicable to other publications and Internet services of MURATOR S.A..

## § 9 CLAIMS

1. For insertion of advertisements in the publications and Internet services of MURATOR S.A., the Advertiser shall lose all rights to claims arising from any possible defects in published material unless the Advertiser notifies MURATOR S.A. thereof (places a claim) within 14 days from the issue of the VAT invoice for publication of the advertisement or if there are any outstanding payments pertaining to the agreement. Should the invoice be issued before publication of the advertisement, the above deadline shall be calculated from the date of delivery of the Advertiser's evidence complimentary copy.

2. MURATOR S.A. shall reply in writing to the Advertiser's written claim concerning the placement of advertisements in the publications and Internet services of MURATOR S.A. within 21 days of its delivery.

3. The placing of a claim shall not withhold payments resulting from the agreement signed. Only claims for fully paid advertisements shall be considered.

## § 10 FORM OF AGREEMENT

1. Agreements between MURATOR S.A. and the Advertiser shall be made in writing. Any amendments or additions to such agreements shall be null and void unless made in writing.

2. The original signed copy of the agreement or order must be delivered to MURATOR S.A. together with all the appendices within the deadline set forth in the agreement or order. MURATOR S.A. reserves the right to delay the insertion of the advertisement to the next issue with no financial liability in the case of failure to meet the deadline unless both parties agree otherwise.

3. The Advertiser shall promptly notify MURATOR S.A. in writing (against acknowledgement of receipt or by registered mail with advice of delivery) of the change of address (including fax and telephone numbers). Otherwise, any correspondence forwarded to the previous address shall be considered delivered.

## § 11 APPLICABLE LAWS

Where not provided for in the agreement or in these General Terms and Conditions, the provisions of the Civil Code shall apply as appropriate.

## § 12 SETTLEMENT OF DISPUTES

Any disputes between the parties shall be settled by courts within whose jurisdiction MURATOR S.A.'s registered office is situated.

Contact information:

Production Department (22) 59 05 118, 59 05 114, 59 05 237 fax. (22) 59 05 385 or e-mail: produkcja@murator.com.pl

Internet Projects Department (22) 59 05 121

Payment and Claims Department (22) 59 05 218; fax. (22) 59 05 441

For any comments relating to service quality please contact the Customer Service Department (22) 59 05 555

The Advertiser hereby agrees to the above General Terms and Conditions and confirms the reception of one copy hereof.

Place, date

Advertiser's signature