

GENERAL CONDITIONS OF CONTRACT

1. Object

Advertisements shall be published within the limits of the concessions and spaces available to Fair Media Shuttle, in accordance with current legislation and sector regulations and the provisions and authorizations of the competent issuing Authorities.

2. Duration

The duration of the advertisement display period is stated on the order.

Fair Media Shuttle reserves the right to terminate the Contract immediately if the Customer's advertisements violate any applicable laws or regulations. The Customer shall use the advertising space exclusively for lawful advertising purposes and in compliance with the applicable regulations.

3. Fees and Payment terms

The Customer agrees to pay the Company the agreed-upon fee for the advertising space.

The sale prices are indicated on the order and payments shall be made according to the schedule specified in the order.

Invoices and payments shall be made as indicated on the order, prices are indicated excluding VAT.

Article 5 of Leg. Dec. n. 231/2002 shall apply in the case of late payment.

4. Advertising material

The Client is responsible for providing the advertising materials in compliance with the technical specifications and deadlines set by Fair Media Shuttle.

Fair Media Shuttle reserves the right to refuse or remove any advertising content deemed inappropriate, offensive, or in violation of the law.

5. Delay

In the event of delays in executing the contract due to failed or late delivery of the executive drafts and/or advertising material by the Client, the Client shall be liable to pay the full cost of the order at the agreed due dates, in addition to any further costs sustained by Fair Media Shuttle and without any right to demand any extension to the previously agreed display period.

6. Advertising messages

The Client declares that in the preparation of the advertising message it shall comply with all current advertising standards, including the Italian Code of Advertising.

Fair Media Shuttle shall not be liable for any indirect, incidental, or consequential damages arising from the use of the advertising space.

The Client assumes full responsibility for the content of its advertisements and shall indemnify Fair Media Shuttle against any claims arising from third parties.

7. Storage of materials

At the end of the display period, Fair Media Shuttle shall be under no obligation to store or return the advertising material and/or related support materials to the Client, unless explicitly agreed in the contract.

8. Cancellation

In the event of Client request for cancellation of order by, the Client shall be required to pay Fair Media Shuttle the following amounts:

- no charge, if the request for cancellation is received by Fair Media Shuttle at least 45 days before the starting date of the display;
- 30% of the order value if the request for cancellation is received at least 30 calendar days before the starting date of the display;
- 60% of the order value if the request for cancellation is received at least 20 calendar days before the starting date of the display;
- 100% of the order value if the request for cancellation is received less than 20 calendar days before the starting date of the display.

The Client shall likewise fully reimburse Fair Media Shuttle any amount paid for the production of the advertising material.

9. Liability

The Client shall be the sole party liable for the content of the advertising and for compliance with all sector provisions and standards, hereby exempting Fair Media Shuttle of any responsibility and any claim moved against said advertising content.

Fair Media Shuttle shall in no case be considered responsible in any dispute arising between the Client and third parties as a result of the advertising.

10. Restrictions/suppressions

In the event that by order of the competent Authorities or Grantors of the spaces, or due to force majeure and/or facts not attributable to Fair Media Shuttle the advertising display should be delayed, suppressed or restricted, the Client shall have no right to claim any compensation or indemnity.

In such an event, the Client undertakes to accept, by way of compensation for the delay or temporary suspension of the advertising, an extension proportional to the duration of the contract or a proportional increase in the amount of advertising in forms and places other than those indicated in the contract, which shall be proposed by Fair Media Shuttle. Should these options prove impossible, the contract shall be understood as terminated and the Client shall be required to pay a fee proportional to the period in which the advertising was displayed prior to suspension, plus the full cost of production of the advertising material.

11. Personal information

Fair Media Shuttle will process the Client's personal information in the course of its routing business operations and specifically for the purposes of managing the contract and compliance with regulatory requirements.

Fair Media Shuttle may also use images from the Client's advertising campaign in its catalogues and/or other applications used to present its activities and products, without such utilization giving rise to any right of the Client to raise objection or claim payment or any other form of compensation.

12. Termination

The contract shall be considered legally terminated in the event of:

- force majeure and/or events beyond the control of Fair Media Shuttle which prevent the production of the advertising campaign;
- failure to obtain prior authorization for the advertising from the competent Authorities;
- any ban on advertising imposed by the competent Control Authorities.

13. Transfer

The contract is not transferrable either entirely or in part without the prior consent of Fair Media Shuttle.

14. Jurisdiction and applicable law

These General Conditions shall be regulated and interpreted according to Italian law. The parties agree that the Court of Milan shall have exclusive jurisdiction over any dispute inherent to the contract.

The Client
(Legal representative's signature and stamp)

Pursuant to and by effect of art. 1341 of the Italian civil code, the Client declares to explicitly approve the following clauses: 2 (duration), 3 (fees and payment terms), 4 (advertising material), 5 (delay), 6 (advertising messages), 8 (cancellation), 9 (liability), 10 (restrictions/suppressions), 11 (personal information), 12 (termination), 13 (transfer), 14 (jurisdiction and applicable law).

The Client
(Legal representative's signature and stamp)