

GENERAL TERMS AND CONDITIONS

January 2026

1. Binding nature of the general terms and conditions - Prevalence

1.1 These general terms and conditions apply to any contract between WPP Media Belgium SA (hereafter « W ») and the customer and to any order or service pursuant to such contract to the exclusion of all other terms and conditions.

1.2 These general terms and conditions may be departed from only with the prior written agreement of the parties, such departure being limited to the sole contract resulting from such an agreement and to the orders and services it concerns.

1.3 W reserves the right to modify these general terms and conditions at any time. The new general terms and conditions determined by W will be notified to the customer in accordance with Article 8 and will apply, two (2) working days after the notification, to any contract entered or performed, order placed or services performed after this notification. Alternatively, W can notify to the customer that its new general terms and conditions will be posted on the website <https://www.wppmedia.com/pages/belgium-commercial-terms-and-conditions> and will apply to any contract or order placed more than two (2) working days after such posting.

2. Nature of the relationship between W and the customer

W, in its capacity as commissionaire, is in charge of reserving advertising space, in its own name but for the account of the customer with the media (newspapers and magazines, billboards, radio, television, Internet, etc.) for publication or circulation of the advertisements of the customer.

3. Orders

3.1 The orders placed by the customer with W (by sending a purchase order or by signing for agreement the estimate prepared by W) will be subject to an express acceptance by W, the contract being deemed entered only after notification of this acceptance to the customer.

3.2 W reserves the right to refuse any order placed by the customer or to cancel or suspend any accepted order, without indemnity, in case of impossibility or refusal, even unjustified, to perform this order by the media.

3.3 In case of suspension or cancellation of an order by the customer, the latter will automatically and immediately be liable for all costs and consequences resulting from this suspension or cancellation according to the conditions applied by the media, as well as for the amount of the gross profits lost on the order by W (commission) or for its fees for the hours actually worked.

3.4 When the order relates to a fee reflecting a permanent service without a defined term which is monthly invoiced, the Client and W may terminate the Agreement at any time by giving a two months' notice. The termination shall be notified in writing by registered letter.

4. Liability

4.1 W shall provide its best efforts to pass on to the media in charge of publication or circulation all instructions, details and information supplied by the customer and to ensure compliance with these by the media.

4.2 W cannot be held liable for errors in the rates and technical information provided by the customer, by the media or any other third party or for the bad quality of the printing or of the circulation of the advertisements of the customer, for their incorrectness with respect to the instructions of the customer or for the delay in publishing or circulating. W undertakes to inform the media concerned about the grievances of the customer and to claim from the media, for the account of the customer, a fair compensation for the defects, incorrectness or delay invoked by the customer and which would appear to W, at first sight, as being legitimate and with merit. All costs related to such action or claim, including the possible legal counsel's fees and expenses and judicial costs of W, will be immediately supported by the customer. If a judicial action is filed against the media, the customer shall assume alone the direction of the litigation which would be conducted by W. Notwithstanding any claim against the media considered as liable and any legal action on this basis, the customer will be required to pay the invoices of W in accordance with Article 5, it being understood that any refund possibly granted by the media concerned and any damages possibly awarded by any court will be returned by W to the customer.

4.3 The customer is solely liable for the content of the advertisement message which it wishes to publish or circulate. W will in no way be held liable for the refusal of the media to publish in whole or in part, the advertisements of the customer. The customer guarantees W against all consequences of any claim which could be made and against any action in court or otherwise of third parties because of this content or its circulation.

4.4 By derogation to the Civil Code and to common practice, without prejudice of and without reservation as to any other provision of these general terms and conditions, the liability of W will, in any case, be limited to the damage actually suffered by the customer and directly caused by the gross misconduct of W or by the gross misconduct of the employees and agents of W.

5. Prices

5.1 The prices appearing on the estimates of W exclude VAT and taxes. They are calculated on the basis of the media rates and include the commission of W, after negotiation with the customer. By sending the order in accordance with Article 3.1, the customer indicates its final acceptance of the price.

5.2 The prices appearing in the estimates of W are comprehensive, final and flat. However any increase of the rates of the media shall automatically result in a proportionate increase of the prices of W and this even after the acceptance of an order.

6. Payment

6.1 Any invoice is considered as irrevocably accepted by the customer if it is not subject to a written challenge on its part within five (5) calendar days of its receipt, which shall be deemed to have occurred two (2) working days after said invoice is issued.

6.2 The invoices of W are payable 30 days invoice date.
The possible acceptance of a bill of exchange or possible payment terms expressly granted in writing by W will not result in a departure from or a novation of these general terms and conditions.

6.3 In accordance with the Act of 2 August 2002 concerning the fight against late payment in commercial transactions, the non payment of an invoice shall result automatically as of the thirtieth (30th) calendar day following the due date and without any summons in the customer owing interest at the leading rate of the European Central Bank increased by seven percentage points rounded up to the higher half percent point. In addition, a lump sum indemnity of 15% of the amount invoiced by W, with a minimum of one hundred (100) Euro, will be due as reasonable indemnification for all the administrative and recovery costs or for the advice costs incurred as a result of the late payment, without prejudice of lawyers' fees, expenses, costs and indemnities for the administration of justice which may be allocated by the courts to W in case of judicial recovery or proceedings.

6.4 In addition, in case of late payment or of payment default, W reserves the right to cancel any advantage linked to the strict abidance with the payment terms as well as the right to suspend or to terminate any (other) current or future order or service by registered letter addressed to the customer. In this last hypothesis, the customer shall remain held to indemnify W in accordance with Article 3.3.

6.5 If, within the context of an advertisement made for the account of both the customer and of third parties, such as affiliated companies or distributors, agents, franchisees or other dealers, W accepts to invoice all or part of its services directly to these third parties, the customer irrevocably, automatically and without any other formality, jointly and severally, guarantees the payment of said invoices to the sole benefit of W.

6.6 In case of non performance or late performance by the customer of an obligation resulting of this agreement or of any other legal relationship, whether contractual or not, between the parties, all claims of the customer vis-à-vis W shall become immediately payable whatever their origin, their nature and the time period within which they had to be paid.

6.7 In case of a breach as described in Article 6.6 above, the debts and claims mutually existing between the parties, whether resulting from the present agreement or from another legal connection, whether contractual or not, will be subject to a set-off in the conditions and according to the modalities authorised by Article 14 of the Act of 15 December 2004 relating to financial securities. The set-off shall be notified to the customer by W, which can invoke it without prior summons or legal judicial decision. Such set-off may be invoked by W at any time, including when the customer is engaged in a collective insolvency procedure or in a situation where its creditors are competing for its assets and this notwithstanding any attachment, conservation measure or enforcement measure to which the customer would be subject. Such set-off shall also operate notwithstanding any transfer of the rights which it concerns, so that no transfer of claim made by a customer to a third party will be opposable to W without its express, prior and written agreement.

7. Business secrecy

The customer commits, in the hypothesis where it would communicate to W data constituting business secrets the confidentiality of which must be ensured, to expressly call in writing the attention of W to this confidential character by pointing out to which extent this data may or may not be communicated to the media with which W may contract for the account of the customer.

8. Usage of data sourced by internet activities

8.1 W and its subcontractors may collect and retain anonymous data about users of client's Agency digital media campaigns ("**Usage Data**").

8.2 Usage Data collected from client's own websites will be used only for client's campaigns unless client has expressly agreed otherwise. client must ensure its websites include adequate privacy statements. W and its subcontractors may use Usage Data collected from third party websites to compile aggregate statistics and trend data to optimise campaign delivery for client and other clients, and in an anonymous database for trending, analytics, targeting and media planning purposes for client and other clients on an on-going basis.

8.3 W and its subcontractors use of Usage Data will not identify Client to third parties and no confidential information of Client will be provided to third parties (except to subcontractors as necessary to deliver Client's campaigns). W and its subcontractors use of Usage Data will comply with applicable law.

9. Notifications

All notifications between the parties may be made by email or by fax to the addresses and numbers indicated on the contract, the purchase order or the acceptance of the purchase order concerned by the notification. However, the summonses to perform any contract, the notifications calling on the liability of a party as well as the cancellation, suspension or termination of any contract, order or service, will have to be made by registered letter, addressed to the last postal address mentioned in the contract, the order, the service or the acceptance concerned.

10. Disputes

In the absence of an amicable solution, any dispute between the parties shall be exclusively submitted to the Courts of Brussels, which will decide pursuant to Belgian law.

11. Severability

The possible nullity or non-applicability of one of the clauses of these general terms and conditions shall not result in the nullity or the non-applicability of the other conditions or more generally of the contract between W and the customer, the clause concerned being merely considered as unwritten.