



PRICELIST FOR ADVERTISEMENTS 2011

Pricelist valid from 1 .1. 2011

GENERAL CONDITIONS FOR ADVERTISEMENTS

1. SCOPE OF VALIDITY

- a) These General Conditions for Advertisements govern the publication of advertisements, including the insertion of advertising supplements into media issued by the publisher ASTROSAT, spol. s.r.o., the realisation of which is ensured by the sales department of ASTROSAT, spol. s.r.o. (hereinafter referred to as the publisher).
- b) These General Conditions for Advertisements content valid price list.

2. ORDERING ADVERTISEMENTS/SUPPLEMENT INSERTION

- a) The publisher accepts advertisements/inserted supplements in the form of a binding written/faxed order form, or on the basis of a concluded contract. By contract making is regarding order approval by the publisher (written on the order or by the usual form). In case the publisher's order is not approved, the advertisement publication is considered as the contract agreement.
- b) The publisher shall issue a confirmation of the date the advertisement will be published, the advertisement form and calculation of the price in writing, or by fax, within three days at the maximum after the advertisement has been obtained from the submitter. The acceptance of order form by the publisher can not be considered as a contract, within the formal properties.
- c) The submitter is responsible for timely and error-free provision of source documents for printing in accordance with the schedule and technical conditions, which are a part of the pricelist. For demonstrably incorrect or damaged source documents, the publisher requires the source documents for publishing the advertisement to be replaced immediately without undue delay. The publisher guarantees quality of the printed advertisement that conforms with the ordered media within the scope of possibilities given by the provided source documents and applied technology.
- d) The submitter is responsible for the contents and legal access of text and image source documents for advertisements, including their conformance with Act No. 40/1995 Coll. and amended by Act No. 468/1991 Coll. as amended.
- e) The publisher is not responsible for the contextual correctness of data in published advertisements and is not obligated to investigate whether or not third party rights are not violated therein. In the instance of implementing third party entitlement, the submitter is obligated to carry all binding obligations arising from the entitlement therein, and is obligated to settle damages incurred upon the publisher as a result of publishing amendments to incorrect or legally inadmissible advertisements or inserted supplements.
- f) Source documents for printing are returned to the submitter only upon demand. The publisher saves these for a maximum of two months after publishing, unless agreed upon otherwise in advance with the submitter in written form.
- g) Advertisement proofs shall only be provided to the submitter upon explicit demand. If the submitter does not express a statement on the conducted modifications to the advertisement within the agreed upon time, the submitter's consent is automatically assumed as given.
- h) So-called „agency commission“ pursuant to the signed agency agreement shall be provided by the publisher to advertisement mediators only. The mediator of the advertisement must present a Trade Licence or extract from the Commercial Register, which clearly proves the subject of business activities. The publisher has the right to refuse an order from any persons submitting an advertisement/advertising material insertion, in the instance of doubt in mediating activities conducted.

3. ADVERTISEMENT AMENDMENTS AND POSITIONING, ADVERTISEMENTS PLACED UNDER A SYMBOL

- a) Advertisements, which are not distinguishable as a result of their stylisation or graphics, and which could be perceived as editorial text will be marked as “Commercial presentation,” “Classifieds” “PI” or “P.R.” “Special advertisement projects.”
- b) If the submitter orders an advertisement in dimensions that do not correspond to standard advertisement dimensions as stated in the pricelist for the respective media, or the dimension will not be stated, a proposal will be sent to the submitter, in writing or by fax, containing the closest possible dimensions, the price and publishing date for their approval.
- c) If the submitter provides an advertisement that has not been graphically modified, graphic adjustments will be conducted at the expense of the submitter in dimensions corresponding to the scope of the text and image.
- d) The publisher is obligated to collect and provide the submitter with the submitted responses to the given advertisement during the course of the period starting as of the 4th week from the publishing date.

4. RIGHT TO REFUSE ADVERTISEMENT

- a) The publisher reserves the right to refuse to publish an advertisement due to content, origin or technical form, if it is in conflict with the law, regulations, good morals and ethics, or if it incurs damages upon the good name of the publisher, or its publishing is unacceptable. This first and foremost applies to advertisements concerning drugs, pornography, organised crime etc.
- b) The publisher is not obligated to provide reasons to the submitter substantiating why the advertisement was refused.
- c) The publisher reserves the right to refuse an advertisement from a submitter, who has an outstanding debt for a previous one. This measure may be put into force by the publisher even during the course of a long-term advertising campaign, where the advertiser does not fulfil his obligations consistently. Should ensure any reasonable doubts about submitter's insolvency, and no payment in advance on the require is provided, retains publisher the right to declare off the contract.
- d) Cancellation of orders must always be conducted in writing/or by fax in accordance with the cancellation terms as stated in the valid pricelist.

5. CONTRACT NON-PERFORMANCE

- a) In the event of higher power, the publisher is released from the responsibility to fulfil obligations and to provide compensation for incurred damages.
- b) Provided the volume of the agreed upon contract is not fulfilled, for which an appropriate discount was established for the submitter, due to the submitter's own fault, he shall be obligated to pay the publisher the difference between the contracted price and the actual fulfilment with the respective discount.
- c) For demonstrably grave reasons, the publisher reserves the right to breach the confirmed position/deadline for publishing the advertisement. In such case, the publisher shall agree to substitute performance fulfilment with the submitter in written form or by fax.

6. PAYMENT CONDITIONS

- a) The publisher issues an invoice within 5 days of publishing the advertisement. The invoice is sent to the submitter along with a check copy. If it is not possible to secure this document copy, the submitter shall receive confirmation of advertisement publishing or advertising supplement insertion from the publisher.
- c) The publisher has the right to demand payment in advance in the amount of 100% of the contract's value. Payment in advance is deemed the allocation of money to the publisher's account at least 14 days prior to the requested publishing date.
- d) If the due amount is not paid out to the publisher by the submitter within the deadline for payment, the publisher will proceed in accordance with the provisions of the Commercial Code. For customers, with whom the publisher has contracted an agency or any other agreement for mediating advertisements, the agreed upon discounts and provisions may be decreased and/or abolished.
- e) The publisher reserves the right to establish individual contractual prices for thematic supplements.

7. COMPLAINTS

- a) In the case of printing a fully or partially illegible, incorrect or incomplete advertisement, the submitter has the right to a discount or an error-free substitute advertisement. However, only in the extent to which the purpose of the advertisement was limited by the error.
- b) Provided any insufficiencies in source documents arise during the course of printing, which were not apparent upon receiving, the submitter is not entitled to file a claim against the defects incurred by the insufficiencies. Additional work, which arises for the publisher as a result of removing the aforementioned insufficiencies shall be re-invoiced in the full amount to the submitter.
- c) It is possible to file a complaint concerning an advertisement within 14 days of the publishing date, in written form only with the subject of complaint and proposed scope of compensatory performance stated.
- d) If the submitter receives a response to an advertisement published under a symbol, or receives coupons from an advertisement with an order coupon, all rights to filing a complaint cease.

ORDERS FOR ADVERTISEMENTS ACCEPTED BY:

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