

Terms & Conditions Globox Digital Outdoor a trading name of ADN Commercial Limited (Globox).

Globox operates advertising services on the following terms and conditions (**Terms**) and these Terms together with the sales contract to which these Terms are attached (**Sales Contract**) will form the legally binding agreement (**Agreement**) between you, the customer that has signed the Sales Contract (**Customer**) and Globox.

1. Payment

1.1 Payment of all invoices must be made in full on or before the 20th of the month following the date of invoice.

1.2 If payment is not made in full on or before the due date for payment, Globox may in addition to any other legal remedies available to it:

(a) Charge interest on the amount outstanding at a rate of 3% per month (compounding monthly) until payment is received by Globox;

(b) Terminate this Agreement and remove any advertising material (**Advertising Material**);

(c) Recover all costs that Globox may incur in recovering overdue amounts from the Customer including (without limitation) all collection costs or commissions charged to Globox or incurred by Globox and all legal fees and disbursements (on a solicitor client basis).

1.3 The Customer agrees that upon execution of the Sales Contract, it is bound by this Agreement and it will be liable to Globox for payment of all monies, costs and expenses howsoever payable under this Agreement.

1.4 The Customer agrees that even if it is acting on behalf of a third party and that it may not have received payment from that party by the time payment is due to Globox, payment is due to Globox on that due date and the Customer will be responsible for payment.

1.5 Payments may be made by direct debit Globox's account the details for which are set out in the advertising agreement to which these Terms are attached or otherwise communicated to the Customer in writing from time to time.

2. Artwork

2.1 The Customer must deliver digital artwork (**Artwork**) to Globox that complies with the specifications set out in the Sales Contract and otherwise as recorded in writing from time to time and as a minimum will be as follows:

(a) The sign shall be limited to static displays only (unless otherwise agreed in writing);

(b) The Artwork must not:

(i) Resemble a traffic signal or be likely to be confused as being a traffic sign or signal;

(ii) Contain reflective, fluorescent or phosphorescent colours or images that will reflect headlights, or distract and interfere with a road user's vision

(iii) Contain any flashing or revolving lights or lasers or any other method of illumination that will dazzle or distract drivers.

(c) The minimum letter size on each sign shall be:

(i) 250mm for the main message;

(ii) 150mm for the secondary message.

2.2 If the Customer does not provide Artwork that complies with the Specifications, the Customer will be responsible for all additional costs that Globox incurs in obtaining compliant Artwork or adapting the Artwork to be compliant, and Globox will not be responsible for any delays that such failure may cause.

2.3 The Artwork and any other Advertising Material provided by the Customer must at all times comply with the prevailing advertising codes and guidelines as promoted by the Advertising Standards Authority along with all other laws (Law).

2.4 The Customer will remain liable to pay fees under this Agreement to Globox in respect of Services provided whether or not the Advertising Material complies with the Law or not.

2.5 Any replacement Artwork loading requests during the term of the Agreement after the initial Artwork has been supplied and loaded will incur a \$45.00 plus GST loading fee

of outside the one month free content update.

3. Display

3.1 Globox shall use its best endeavours to display the Advertising Material on the billboards to which this Agreement relate as per this Agreement. However, Globox shall not be responsible for any delay or inability to so display that material caused by anything that is beyond its reasonable control (including without limitation power cuts, or bad weather).

3.2 Where Globox causes a delay to displaying the Advertising Material then Globox may either reduce the fees to be charged for the Services (on a pro rata basis based on the effect of the delay) or extend the time that the Advertising Material will be displayed to put the Customer in the same position as it would have been but for the delay.

3.3 Globox may change the length of time that the Advertising Material appears on the billboard(s) without notice to the Customer. Globox will use its best endeavours to ensure the Advertising Material is displayed for a minimum of 99% of the maximum display time purchased as part of the Services.

4. Warranty and Indemnity

4.1 The Customer warrants that the advertisements used on or in connection with this Agreement will not infringe the rights (including intellectual property rights) of any person and that they will comply with the Specifications and the Law, and Globox's approval of Advertising Material or Artwork will not constitute a waiver of this warranty.

4.2 The Customer will indemnify Globox for all losses, damages, costs, liabilities, expenses and charges (**Loss**) which Globox may suffer or incur as a result of any breach of this Agreement, as a result of Globox being deemed to be the owner or designer of the Advertising Material for the purposes of the Consumer Guarantees Act and for any other Loss however occasioned as a result of the provision of the Services to the Customer.

5. Globox's Liability

- 5.1** Unless expressly agreed otherwise and to the extent legally permissible, Globox disclaims all warranties, descriptions, representations or conditions whether implied by Law or deemed to apply otherwise.
- 5.2** Globox will not be liable for any indirect, consequential or special loss or damage or any injury of any kind suffered by the Customer (including but not limited to loss of profits, goodwill or opportunity) even if such loss or damage was foreseeable or the Customer had advised Globox it.
- 5.3** If, despite clauses 5.1 and 5.2, Globox is held liable to the Customer, the total of that liability whether in tort (including negligence), contract or otherwise, for any loss, damage or injury which the Customer or any third party may suffer or incur as a direct or indirect result of Globox's acts or omissions shall not (to the extent legally permissible) exceed the fees paid by the Customer for the Services in the three (3) months immediately preceding the event giving rise to the loss or damage.
- 5.4** Globox shall not be responsible for any failure or delay in the performance of this Agreement where such failure arises out of any fire, act of God, industrial dispute, strike, lockout, curtailment of cessation of traffic ordered by local or central government or any other act or thing beyond Globox's reasonable control.
- 6. General**
- 6.1** A waiver by any party of the obligations of the other party under this Agreement will not prevent the subsequent enforcement of that party's rights and will not be treated as a waiver of any kind.
- 6.2** Globox may assign its right or obligations under this Agreement to another party. The Customer may only assign, transfer or sub-licence its rights with the prior written consent of Globox. A change in control or beneficial ownership of the Customer will be deemed an assignment and will require Globox's prior written consent in accordance with this clause.
- 6.3** The Customer may communicate with Globox about any aspect of the relationship between the parties via Globox's general email address: hello@globox.nz
- 6.4** Globox will communicate with the Customer using the address details that the Customer has most recently provided to Globox.