



TÉLÉVISION - VIDÉO

**AMENDMENT NO.1 TO THE PRICING AND BUSINESS TERMS
& CONDITIONS AND GENERAL TERMS AND CONDITIONS OF SALE
FOR TV VIDEO 2021 NRJ GLOBAL**

This amendment invalidates and supersedes, this starting from 14 January 2021, the Payment Terms on Chapter 8 « GENERAL TERMS AND CONDITIONS OF SALE 2021 », Part Prices, Invoicing and Payment terms given on page 52.

8 / GENERAL TERMS AND CONDITIONS OF SALE 2021

PRICES, INVOICING AND PAYMENT TERMS

C – PAYMENT TERMS

Invoices are due and payable on the tenth (10th) of the month subsequent to the lapse of thirty (30) days from the issuance date. They may be paid by wire transfer or by cheque made out to **NRJ GLOBAL**.

However, any client that is not registered with the Finance Department of **NRJ GLOBAL** or any registered client without a guarantee as to its financial situation, may be required to make a full or partial payment prior to any broadcast. There is no additional discount for early payment. Invoices issued by **NRJ GLOBAL** do not confer a right to a cash discount. In accordance with the provisions of Article L. 441-10 of the French Commercial Code, any sums not paid after the due date on the invoice shall give rise to the payment of interest for late payment calculated at a minimum rate of 15% (fifteen percent) per annum in proportion to the number of overdue days, calculated from the day after the due date, on the basis of a 360-day year. If the aforementioned rate of 15% (fifteen percent) becomes three times less the legal interest rate, the penalty rate applied shall be increased to 3 (three) times the legal interest rate, rounded up to the next whole number. In addition, a fee of €40 (forty) will be payable for recovery costs, by legal right.

Notwithstanding Articles 1998 et seq. of the French Civil Code, the advertiser and agent will be jointly and severally liable for the payment of invoices. Payments made to the agent will not release the advertiser of its payment obligations to **NRJ GLOBAL**.

14.01.2021