

TERMS & CONDITIONS OF SALE

1 DEFINITIONS

- 1.1 'Advertising' means advertisement(s) appearing in one or more of the Seller's Publications.
- 1.2 'Buyer' means the party agreeing to place Advertising in one of the Sellers Publications and who is responsible for paying for that Advertising or the party agreeing to buy Goods or Services.
- 1.3 'Contract' means a contract between the Seller and the Buyer formed in accordance with clause 2 below.
- 1.4 'Goods' or 'services' means any goods or services supplied by the Seller.
- 1.5 'Seller' means Crain Communications Ltd.
Registered Office: 21 St Thomas Street, 3rd Floor, London SE1 9RY, England.

2 GENERAL

- 2.1 A Contract will be made when the Seller sends an order confirmation by post or facsimile to the Buyer after the Buyer places an order for Advertising, Goods or Services, by telephone, electronic communication, facsimile or by post.
- 2.2 These terms and conditions will apply to the Contract and no terms or conditions proposed by the Buyer nor any variation will be effective unless signed by the Seller. No employee of the Seller (other than a directory) has authority to make a statement or representation relating to the subject matter of the Contract.
- 2.3 Where the Buyer is entering into the Contract as an agent on behalf of a client, both the agent and the client will jointly and severally liable as Buyer under the Contract.

3 PAYMENT

- 3.1 All accounts are strictly net and payment must be made by the Buyer within 30 days from the Seller's invoice in the same currency as the invoice.
- 3.2 Invoices that are overdue for payment will attract interest accruing daily at the rate of 2 per cent per Calendar month on the gross amount outstanding.
- 3.3 Failure to pay within 30 days means that all amounts owing to the Seller becomes due immediately.

4 GOODS: RETENTION OF TITLE

- 4.1 Goods shall remain the Seller's property until the Buyer has paid for them in full. Until that time the Buyer shall hold them as a bailee, store them in such a way that they can be identified as the Seller's property and keep them separate from the Buyer's own property and the property of any other person.
- 4.2 Although Goods remain the Seller's property until paid for, they shall be at the Buyer's risk from the time of delivery and the Buyer shall insure them against loss or damage accordingly and in the event of such loss or damage shall hold the proceeds of the insurance on behalf of the seller as trustee for the Seller.
- 4.3 The Buyer's right to possession of the Goods shall cease if;
 - 4.31 The Buyer has not paid for the Goods in full by the expiry of any credit period allowed by the contract or;
 - 4.32 The Buyer is declared bankrupt or makes any proposal to his creditors for composition or other voluntary arrangement; or
 - 4.33 A receiver, liquidator or administrator is appointed in respect of the Buyer's business on cessation of the Buyers right to possession of the Goods in accordance with this clause the Buyer shall at his own expense make the goods available to the Seller and allow the Seller to repossess them.
- 4.4 The Buyer hereby grants the Seller, his agents and employees an irrevocable licence to enter any premises where the Goods are stored in order to repossess them or inspect them at any time.

5 SELLERS WARRANTIES: ADVERTISING

- 5.1 If the Seller makes an error, or if there is a misprint or omission in the printing of any Advertising which is not due to the Buyer's default or exercise of the Seller's right to refuse the Advertising, the Seller will in its discretion, either re-insert the Advertising or make a refund of or an adjustment to the price.
- 5.2 The Seller will not provide a re-insertion, refund or price adjustment in the case of any Advertising where the error, misprint or omission does not, in the Seller's opinion, materially detract from the Advertising nor in any case where a claim for re-insertion, refund or price adjustment has not been made in writing within two weeks of the publication date.
- 5.3 The Seller reserves the right to withdraw any of its publications from the sale or to cease publishing any of them.

6 SELLER'S WARRANTIES; GOODS AND SERVICES

- 6.1 The Seller will transfer the title that it has in the Goods. Seller will repair or replace any Goods found to be defective within 30 days of their delivery to the Buyer. The Seller will provide Services with reasonable care and skill. All other conditions, warranties or other undertakings concerned with goods or services; whether express or implied by statute, common law, custom, usage or otherwise are excluded from the Contract.
- 6.2 If the Buyer deals as a consumer as defined in s.12 of the Unfair Contract Terms Act 1977 the provisions in clause 6 shall not apply and the Buyer's statutory rights shall be unaffected.

7 SELLER'S LIMITATION OF LIABILITY

- 7.1 In no circumstances will the Seller's total liability to the Buyer for any loss of profit, business, contacts, revenue or anticipated savings or for special, direct, or indirect or consequential loss of any nature whatsoever in contract or tort (including negligence or breach of statutory duty save in cases of death or personal injuries) or otherwise howsoever and for whatever reason exceed:
 - 7.11 The amount of full refund of any price paid to the Seller for the relevant Advertising, Goods or Services: or where appropriate and at the Seller's discretion.
 - 7.12 The cost of further corrective Advertising of a similar type and standard to the relevant Advertising.

8 GOODS: THE BUYERS INDEMNITY

- 8.1 The Buyer agrees to indemnify the Seller against any damages, losses, costs, claims or expenses incurred by the Seller in respect of any claim brought against the Seller by any third party for any loss, injury or damage wholly or partly caused by the Goods or their use but this clause will not require the Buyer to indemnify the Seller against any liability,

9 ADVERTISING: BUYER'S WARRANTY AND INDEMNITY

- 9.1 The Buyer warrants that its Advertising is legal, decent, honest and truthful and not defamatory, that its publication does not constitute an infringement of any other party's rights, not an infringement of the British Code of Advertising Practice and complies fully with the Advertising Standards Authority's Codes of Practice.
- 9.2 The Buyer warrants that any description relating to the subject of (the Advertisement is true and accurate.
- 9.3 The Buyer will indemnify the Seller against all damages, losses, costs, claims or expenses caused to the Seller, whether directly, or as a result of the action, claim or demand of any third party, due to any breach by the Buyer of the terms of the Contract or any other legal obligation imposed on the Buyer.

10 CANCELLATION AND ALTERATIONS AT BUYER'S REQUEST

- 10.1 Cancellation or alterations will only be accepted of the Seller's order confirmation form is returned to the Seller with clear written instructions giving at least the period of notice for cancellation set out in that order confirmation or on the Seller's rate card for the relevant publication; the Seller may make a charge in respect of any cancellation or alterations made.

11 SELLER'S RIGHT TO REFUSE ADVERTISING

- 11.1 Whilst the Seller will try to meet the Buyer's expressed wishes, the Seller reserves the right to modify the space or alter the date of insertion or positioning of the Advertising.
- 11.2 The Seller reserves the right to refuse or withdraw any Advertising submitted to it, if it considers that Advertising to be of an obscene, illegal or defamatory nature or if in the Seller's opinion it is otherwise unfit for production, and in these circumstances the Seller's own liability to the Buyer will be to make a full refund of any monies paid.
- 11.3 Acceptance by the Seller of an order for Advertising does not confer any right for the Buyer to have a repeat order accepted on similar terms.

12 ADVERTISING COPY AND INSERTS

- 12.1 It is the Buyer's responsibility to ensure that copy and inserts, if any, are supplied to the Seller and the Seller is not responsible for requesting the copy and inserts.
- 12.2 If the Seller does not receive copy or instructions by the relevant copy date the Seller may repeat the last copy used, or only print the name, address and the telephone number of the Buyer, at its discretion.
- 12.3 Where the Buyer has undertaken to supply inserts which have been accepted and approved by the Seller, the Seller may change the rate agreed if the insert fails to arrive at the agreed time and place for insertion.
- 12.4 If the Buyer fails to check and return the Advertising proof, the Seller may print the Advertising as prepared and at the agreed price.
- 12.5 Copy material provided must conform to the Seller's requirements: if not, the Seller may make an additional charge.
- 12.6 The Seller may destroy all materials which have been in its (or the printer's) custody or control for at least three months.
- 12.7 The Seller will charge for colour separations not supplied by the Buyer or for any line artwork and typesetting where an Advertisement is prepared to a Buyer's requirements.
- 12.8 The Seller may modify the wording of any classification, section or trade heading.
- 12.9 The Buyer shall be responsible for all artwork and Advertising material delivered by it to the Seller and the Seller accepts no liability for any loss or damage howsoever caused, whether by the Seller's negligence or otherwise.

13 FORCE MAJEURE

- 13.1 The Seller shall have no liability in respect of any delay in carrying out or failing to carry out any of its obligations under the contract where such delay is caused by fire, strikes or other industrial action or dispute acts of Government, default of suppliers or subcontractors or any circumstances outside the reasonable control of the Seller.
- 13.2 The Seller should have the right to extend the period of time for performance of the Contract to take account of the event of force majeure. If such extension continues for a period of six months the Buyer may, at the end of that period, terminate the Contract immediately without liability to the Seller other than payment of any relevant costs and expenses incurred up to the date of termination.

14 NOTICES

- 14.1 Any notice required to be given under the Contract shall only be deemed to be served if sent pre-paid first class post to a third party at its last known address and shall be effective on the third day after posting in the case of addresses in the United Kingdom and on the tenth day after posting in the case of addresses outside the United Kingdom.

15 SEVERENCE

- 15.1 If any provision of these terms shall be held to be illegal or unenforceable, wholly or partially, such term or provision shall to that extent be deemed not to form part of the Contract but the validity and enforceability of the remaining terms shall not be affected.

16 GOVERNING LAW

- 16.1 The Contract will be governed by English Law and subject to the non-exclusive jurisdiction of the English Courts.