

## **DFA MANUFACTURING MEDIA LIMITED STANDARD CONDITIONS OF SALE**

1. For the purpose of these conditions, "Advertiser" shall refer to the Advertiser or his Agent and "Publisher" shall refer to DFA Manufacturing Media Ltd. "Advertisement" shall include loose or other inserts where appropriate.
2. These conditions will apply to all advertisements for publication. No other condition shall apply unless incorporated in written instructions and accepted by the Publisher in writing.
3. All advertisements are accepted subject to Publisher's approval and to space being available.
4. If it is intended to include in an advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of the order. The Publisher has no obligation to ensure that the Advertiser fulfils the advertisement promotional or other incentive.
5. The Publisher reserves the right to omit or suspend an advertisement at any time for any reason in its absolute discretion. No claim on the part of an Advertiser for damages or breach of contract shall arise against the Publisher in respect of the omission or suspension. Should such an omission be due to the act or default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid in full notwithstanding that the advertisement has not appeared. Such omission or suspensions shall be notified to the Advertiser as soon as possible.
6. If the Publisher considers it necessary to materially modify the space or alter the date of insertion or position to make any other alteration, the Advertiser will have the right to cancel if the alterations are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to any third parties, sub-contracts or inaccurate copy instructions.
7. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other Party's rights or an infringement of the British Code of Advertising Practice.
8. The Advertiser will indemnify the Publisher fully and including damages, costs, legal fees and all expenses arising and incidentally paid by or liable to be paid by the Publisher in respect of any claim made against the Publisher arising from the Advertiser's advertisement (including but not limited to breach of another party's copyrights). The Publisher will consult with the Advertiser as to the way such claims are to be handled but subject to there being no liability on the part of the Publisher to advise the Advertiser, and there being no liability on the part of the Publisher for any advice given (save wilfully or in bad faith) any advice given by the Publisher to the Advertiser shall prevail and be final.
9. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.
10. If an Advertiser cancels the balance of the contract, except in the circumstances set out in Clauses 6 or 9 above, he relinquishes any right to that series' discount to which he was entitled previously and advertisements will be paid for at the appropriate rate.
11. Series discounts apply only to orders placed in advance and completed within one year of date of insertion. The Publisher reserves the right to surcharge in the event of insertions not being completed within the contractual period.
12. Credit accounts are strictly new and payment must be received 30 days after the invoice date. Interest will be payable on all outstanding amounts after the payment date at 4% per annum over the published UK clearing bank base rate, calculated from the date of invoice and charged monthly. In addition, the Advertiser shall indemnify the Publisher for all costs and expenses (including legal costs) incurred in the collection of any overdue amount. On receipt of any overdue amount, the Publishers shall apply that sum firstly to its said costs and expenses and thereafter to the overdue amount.
13. Charges will be made to the Advertiser or his Agent where the Publisher, Printers or Colour Reproducers are involved in extra production work owing to acts or defaults of the Advertiser or his Agent. These charges shall be passed on to the Advertiser in respect of the publication. Complaints regarding reproduction of advertisements must be received in writing within one calendar month of the cover date, addressed to the Production Manager.
14. Where the Advertiser has undertaken to supply inserts which have been accepted and approved by the Publisher, the Publisher reserves the right to change the rate agreed if the inserts fail to arrive at the agreed time and place for insertion and are different to the original specification. No obligation shall rest on the Publisher to include the precise number of inserts in a specific publication date, region or position.
15. Where the Publisher provides a Reader Enquiry Service for the benefit of his readers, the Publisher shall not be contractually bound to pass on such enquiries to the Advertiser.
16. Cancellation or suspension of an insertion must be made in writing to the appropriate individual publication(s). All cancellations are subject to a minimum of six weeks prior to final copy date. No advertisement shall be cancelled after the copy date for any reason whatsoever and the Advertiser must pay the full amount of the advertisement.
17. Copy must be supplied by the Advertiser or his Agent without application from the Publisher. If copy instructions are not received by the agreed "copy date" no guarantee can be given that the proofs will be supplied nor corrections made and the Publisher reserves the right to repeat the most appropriate copy or treat the booking as a cancellation.
18. Advertiser's property including artwork and film are held by the Publisher at the owner's risk and must be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to treat as abandoned and to destroy all artwork and film which has been in its custody for twelve months from the date of its last appearance.
19. The placing of an order will be deemed to be an acceptance of all the above conditions and shall be treated by the Parties as the express term of the contract between them. The order is liable to cancellation by the Publisher unless accepted by it within twenty working days of the order. Acceptance shall be by means of written acknowledgement or by printing the advert or by delivery of an invoice.
20. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the Laws of England.