

EUROPA SCIENCE LTD  
ADVERTISING SALES GENERAL TERMS AND CONDITIONS

## 1 DEFINITIONS

- 1.1 "ESL" means Europa Science Limited.
- 1.2 "ESL Publication" means the publication specified in the Fax Back.
- 1.3 "Advertisement" means an advertisement, loose or bound-in insert or product card which an Advertiser asks to be inserted into a ESL Publication.
- 1.4 "Advertiser" means the person, firm or corporation to whom ESL addresses a Fax Back about an Advertisement.
- 1.5 "Copy Change" means a change to the content of an Advertisement but not to its size or shape or to its colour makeup.
- 1.6 "Conditions" means these Terms and Conditions and any changes agreed in Writing by the publisher of the relevant ESL Publication or a Director of ESL.
- 1.7 "Contract" means the legally binding agreement governing an Advertisement and comprising the Conditions and the information about the Advertisement in the relevant Fax Back.
- 1.8 "Copy Date" means the date shown in the Fax Back as the last date for receipt of copy or, if none, in the current Media Pack for the relevant ESL Publication.
- 1.9 "Fax Back" means the fax confirming an Advertiser's order or cancellation sent by ESL to the Advertiser.
- 1.10 "Media Pack" means ESL's media pack whether printed or digital in effect for the time being for the relevant ESL Publication and may include, among other things, its rate card, mechanical and technical specifications and copy and cancellation deadlines.
- 1.11 "Writing" means any written communication including letter, fax, e-mail and all similar means of communication.
- 1.12 "Party" shall mean either ESL or the Advertiser, and "Parties" shall mean ESL and the Advertiser together.
- 1.13 "Publisher" shall mean the responsible person appointed by ESL to oversee the publishing of a ESL Publication and named as such in the ESL Publication.

## 2 BASIS OF CONTRACT

- 2.1 An Advertisement is accepted on the understanding that the relationship between the Advertiser and ESL is governed by these Conditions. Unless specifically approved in Writing by the Publisher of the relevant ESL Publication or by a ESL Director, the conditions stipulated on an Advertiser's order form or anywhere else shall be void.
- 2.2 Any variation to these Conditions (including any special terms and conditions agreed between the Parties) shall apply only if agreed and confirmed in Writing by the Publisher of the relevant ESL Publication or by a ESL Director.
- 2.3 The issue of a Fax Back shall amount to an offer by ESL to the Advertiser to enter into a Contract. The signature and return of the Fax Back shall amount to the Advertiser's acceptance of the Contract.
- 2.4 ESL's employees and agents are not authorised to agree to change these Conditions, to give greater discounts than the Advertiser normally receives or to give any representation or warranty not contained in the Contract unless confirmed in Writing by the Publisher of the relevant ESL Publication or by a ESL Director. The Advertiser acknowledges that it does not rely on, and waives any claim for, breach of any such representations or warranties which have not been confirmed in Writing by either the Publisher of the relevant ESL Publication or a ESL Director.
- 2.5 Any typographical, clerical, or other error or omission in any Media Pack, Fax Back, invoice or other ESL document shall be subject to correction without any liability on the part of ESL.

## 3 ADVERTISER'S OBLIGATIONS

- 3.1 The Advertiser will make sure that the data, materials or inserts which ESL needs to publish the Advertisement are received at the address specified in the Fax Back before the Copy Date and the data, materials or inserts shall comply with the requirements of the Media Pack and the Fax Back. ESL and its agents are under no obligation to return data, materials or inserts supplied by or on behalf of the Advertiser.
- 3.2 If the Advertiser does not fully comply with clause 3.1 ESL is not required to publish any Advertisement but it reserves the right to repeat the Advertiser's latest copy of a size and shape appropriate to the space booked, but if ESL does not have any prior copy it reserves the right to charge the

gross amount for the space booked shown in the Fax Back.

3.3 The Advertiser is responsible for making sure that the Advertisement is free of libel and other defamatory content, does not breach the copyright of any third parties, does not make unfair or unsupported or unreasonable claims and is generally fit to be published and specifically will comply with any legal or regulatory requirements in the distribution or circulation area shown in the Media Pack for the ESL Publication in which the Advertisement is booked to appear.

Should it become apparent that it is not so compliant, ESL reserves the right to suspend the Advertisement, in which case the Advertiser will have no claim for damages for breach of contract.

#### 4 ESL'S OBLIGATIONS

4.1 ESL will publish the Advertisement in the nominated ESL Publication and will distribute the said Publication according to the Contract.

4.2 ESL gives no representation or warranty as to the period of time during which any ESL Publication will be published or as to its future circulation figures or territory.

#### 5 RECEIPT OF COPY

5.1 Where ESL or its agents are involved in extra production work because of any act or default of the Advertiser or its agents, the Advertiser will have to pay for this work at ESL's rates current when the work is done. These charges will be added to the invoice for the Advertisement.

#### 6 AMENDMENT AND CANCELLATION

##### 6.1 Advertiser's Change and Cancellation Rights

6.1.1 An Advertiser may change the size, shape or content of an Advertisement or cancel an Advertisement altogether by giving notice in Writing to ESL not less than 12 weeks before its Copy Date. The Advertiser's right to cancel is in addition to any statutory rights it has. Cancellation will be effective on the issue of a confirmatory Fax Back by ESL. Once space has been booked, an Advertiser may not alter its requirement from colour to monochrome.

6.1.2 Where an Advertiser cancels or changes the size or shape of an Advertisement under clause 6.1, it will pay ESL an administration charge of £200 (exclusive of VAT) per insertion cancelled or changed to compensate ESL for the time and expense involved in processing the order and cancellation plus any series discounts or other discounts granted to the Advertiser by ESL for an Advertisement or series of Advertisements which have been paid for prior to cancellation.

6.1.3 Any cancellation notices issued otherwise than as clause 6.1.1 requires shall be ineffective and the Advertiser shall be liable to pay the gross cost shown in the Fax Back for the space booked.

6.1.4 An Advertiser may notify a Copy Change at any time before the relevant Copy Date.

6.2 ESL may change the location, size, shape and content of an Advertisement at any time for good reason, in which case no claim on the part of an Advertiser for damages for breach of contract shall arise.

6.3 ESL reserves the right to omit, cancel or suspend the space for any Advertisement, not to run any other Advertisements in a series or cease to produce or alter the publication dates of any ESL Publication for good reason, in which case no claim on the part of an Advertiser for damages for breach of contract shall arise.

6.4 If ESL does any of the things which it is entitled to do in clauses 6.2 and 6.3 in response to the insolvency or any breach by the Advertiser, ESL's other rights are unaffected.

#### 7 PRICE OF ADVERTISING

7.1 The price of an Advertisement (or a series) shall be stated on the Fax Back. All prices quoted are valid for 30 days only or until earlier acceptance by the Advertiser. The prices in quotes not accepted within 30 days may be altered by ESL without giving notice to the Advertiser.

7.2 All amounts stated in these Conditions are exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.

7.3 Where ESL has to carry out work on an Advertisement to render it publishable, such work shall be charged back to the Advertiser at the rate of £30 per hour. Advertisers who do not wish to make such payments but prefer to do the work themselves and resupply the Advertisement must advise ESL of this in Writing at the time of sending the original copy.

#### 8 TERMS OF PAYMENT

8.1 ESL shall be entitled to invoice the Advertiser for the price of the Advertisement (or series) at any time after publication and/or on issue of a Fax Back confirming a cancellation by the Advertiser. Such invoice may include any discounts repayable under clause 6.1.2 and administration or other charges.

8.2 The Advertiser shall pay the price of the Advertisement (or series) within 30 days of the date of the ESL invoice. The time of payment of the price shall be of the essence of the Contract. The Advertiser is

entitled to claim any discounts shown on the Fax Back only where full payment is received by ESL on or before the due date for payment of the relevant invoice.

8.3 If payment is to be made by instalments and the Advertiser fails to pay any instalment on its due date then ESL shall be entitled to demand payment of the unpaid balance (including all arrears).

8.4 The Advertiser may not withhold payment of any invoice or any other amount due to ESL by reason of set-off or counterclaim which the Advertiser may have or allege to have for any reason whatever.

8.5 If the Advertiser fails to comply with any of the Conditions it shall nevertheless continue to be liable for all charges due and to become due.

8.6 If the Advertiser fails to make payment on the due date then, without prejudice to any other right or remedy available to ESL, ESL shall be entitled to charge the Advertiser interest (both before and after Judgement) from day to day on the amount unpaid at the rate of 4% per annum above Lloyds Bank Plc base rate from time to time until payment in full is made.

## 9 INDEMNITY

9.1 The Advertiser shall indemnify ESL against any loss, cost, liability or claim in connection with any Advertisement awarded against or incurred by ESL or its employees or agents or paid or agreed to be paid by ESL in settlement of any claim.

## 10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Advertiser warrants that it is the owner or has been duly authorised by the owner of any copyright material, brand name, trade mark, service mark or logo to be incorporated into the Advertisement.

10.2 All intellectual property rights created or used by ESL in connection with the Contract shall be and shall remain the property of ESL.

## 11 PROOFING

11.1 The Advertisement will be published in accordance with the information provided by the Advertiser. ESL is not obliged to issue proofs to the Advertiser. Where the Advertiser wishes to request colour-matching, it must supply Cromalins/Matchprints or tear sheets along with the original copy. Advertisers are hereby advised that print and colour quality may vary through factors beyond ESL's control, and by placing Advertisements in ESL Publications Advertisers accept that such variation in quality is inevitable and shall not be a reason for non-payment or compensation or the lodging of a claim as described in 12.4, provided always that the information carried in the Advertisement as published is legible to the reader and allows response by the reader.

## 12 WARRANTIES AND LIABILITY

12.1 ESL's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise in connection with any Advertisement or otherwise under this Contract shall be limited to the price payable by the Advertiser under the Contract net of discounts, each as shown on the Fax Back. ESL shall not be liable for any increased costs or expenses, loss of profit, business, contracts, revenues or any anticipated savings, of the Advertiser or for any special indirect or consequential damage of any nature whatsoever.

12.2 ESL does not exclude or restrict its liability for death or bodily injury caused by the negligence of ESL or of its employees while acting in the course of their duties.

12.3 All warranties, conditions or other terms implied by statute or common law are excluded except as expressly provided in these Conditions.

12.4 The Advertiser shall inspect the copy of the Advertisement sent by ESL with its invoice. Any claim by the Advertiser which is based on any error or omission in the Advertisement shall be notified to ESL in Writing not more than 7 days after the Advertiser received ESL's invoice. If the Advertiser does not notify ESL in this way, ESL shall have no liability for such errors or omissions and the Advertiser shall be bound to pay the price as if the Advertisement had been published in accordance with the Contract.

12.5 Where any valid claim in respect of any Advertisement which is based on errors or omissions in the Advertisement is notified to ESL in accordance with these Conditions, ESL shall be entitled to provide compensation in full either by publishing a similar correct Advertisement free of charge in the next issue of the relevant ESL Publication or, at ESL's sole discretion, refund to the Advertiser such part (not exceeding the whole) of the charge for the Advertisement concerned, as is fair and reasonable having regard to the nature of the error or omission. Decisions to make refunds or to publish Advertisements free of charge require the authority in Writing of the Publisher of the relevant ESL Publication or a ESL Director.

12.6 ESL shall not be liable in respect of any breach of the Conditions due to any cause beyond ESL's

reasonable control.

### 13 GENERAL

13.1 Any notice or other communication required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If sent by first class prepaid post it will be deemed to have been received two working days after despatch and if by fax at the start of business on the working day after despatch.

13.2 No waiver by ESL of any breach of the Contract by the Advertiser shall be considered as a waiver of any subsequent breach of the same or any other Condition.

13.3 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

13.4 Any reference in these Conditions to a statute or a provision of a statute shall be deemed to be a reference to that statute or provision as subsequently amended, extended or re-enacted.

13.5 The Contract shall be governed by the laws of England and Wales.