

## SATRA Advertising Terms & Conditions

All advertisements are accepted subject to the standard conditions of insertion set out below.

1. In these conditions, (i) "the Publisher" means: a) As regards traditional printed paper media, (wherever in the world so printed) the publisher of any publication produced by SATRA Technology Centre, including SATRA Bulletin and SATRA Technical Brief, in or with which the advertisement is to appear or has appeared; b) As regards material published in or by means of any other media (e.g. cable, satellite or internet) the publisher of the world wide web site with the domain name of [www.satra.co.uk](http://www.satra.co.uk), or such other domain name(s) as it shall utilise from time to time on which or with which the advertisement is to appear or has appeared. (ii) "the Buyer" means the person placing with the Publisher the order for the insertion of the advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer; (iii) the "rate card" means the Publisher's rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, booking, copy, artwork and cancellation deadlines and setting styles, and standard conditions; and (iv) an "advertisement" means matter to be printed on the page, separately inserted or reproduced as a copied cutting or delivered from the appropriate website.

2. The Buyer warrants that in relation to an advertisement the Buyer contracts with the Publisher as a principal, notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity: (i) the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to Condition 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever; (ii) any information supplied in connection with the advertisement is accurate, complete, true and permits the reproduction of the advertisement as a copied cutting; (iii) in respect of any advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy; (iv) the Publisher shall be entitled to publish and republish and permit the reproduction of the advertisement anywhere in the universe both in the publication referred to in condition 1(i) and in any other publication or other medium irrespective of the means of the publication's production or delivery and whether by or on print or any other medium.

3. The Publisher may, without derogation from the warranties contained in Condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an advertisement so as (i) to comply with the legal or moral obligations placed on the Publisher or the Buyer or the Advertiser; or (ii) to avoid infringing a third party's rights or the production and quality specifications stipulated or referred to in the rate card; or (iii) to avoid infringing SATRA's policy for use of its logo, any of its testing standards and/or quality marks and any copy and artwork directly mentioning SATRA or indirectly associating with SATRA as outlined in Condition 4; or (iv) to avoid a conflict of interests with SATRA and its business.

4. SATRA will only permit the use of its name in advertisements or promotional material (whether in SATRA BULLETIN or elsewhere) in the following circumstances: (i) Members of SATRA can use the 'Member of SATRA' logo in an approved format and subject to SATRA's design guidelines; (ii) The term 'SATRA Approved' can be used in relation to a product or material covered by a valid SATRA Quality Mark Certificate – the 'Qi' logo may also be used in relation to such product or material; (iii) 'SATRA Accredited' logos may only be used in accordance with a valid and

up to date SATRA certificate of accreditation. SATRA does not permit use of its name in advertising material in any other circumstance without prior approval.

5. The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of any advertisement otherwise accepted for insertion. The Publisher will use reasonable efforts to comply with the wishes of the Buyer although it does not warrant the date of insertion, the wording, or the quality of the colour or mono reproduction of the advertisement.

6. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials.

7. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.

8. The Publisher shall have the right to change its scale of advertisement rates, technical specification, publication specification and/or mechanical details at any time and shall be entitled to vary or apply differing rates, specification or details commensurate with the format of the publication. Save as provided for herein the contract which incorporates these terms and conditions does not create any right enforceable by any person not a party to it.

9. The Publisher shall not be bound by a stop order or cancellation or transfer of the advertisement unless it receives notification to this effect from the Buyer not later than seven (7) days after the booking deadline specified on the rate card (the "Cancellation Deadline"), and any such instruction otherwise than prior to the cancellation deadline therefore shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the advertisement. The Publisher may treat as a cancellation the fact that the Buyer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is otherwise in breach of any of these conditions.

10. In the absence of any other specific arrangement between the Publisher and the Buyer, payment in respect of the advertisement (including any associated production and late copy) is due in advance of publication except where the Publisher has agreed to allow credit to the Buyer, in which case payment terms shall be net twenty-one (21) days from date of invoice. Payment shall mean the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of moneys transferred electronically or through the clearing banks' giro credit system. The Publisher reserves to itself a right to recharge the Buyer any charges it incurs resulting from the Buyer's chosen method of payment. Failure to comply with the terms of payment may result in a review of the Buyer's account. Should the Buyer become subject to an administration order, or becomes bankrupt or goes into liquidation, the Publisher has a right to cancel any contract and discontinue any work. The Publisher reserves the right to adjust US Dollar and Euro sales price where the Buyer exceeds credit terms and where the exchange rate has moved more than 10% since invoicing.

11. If the Buyer is registered for VAT in a member state of the European Union other than the United Kingdom and wishes to be invoiced by the Publisher with VAT charged at a rate of zero or such other rate as may be lower than the standard rate of VAT for the time being in force in the United Kingdom, the Buyer must with its order furnish the Publisher with the Buyer's VAT registration number in its member state.

12. Although the Publisher makes every effort to render invoices in the ordinary course, payment for the advertisement shall be made as aforesaid whether or not the Buyer shall have (i) received the Publisher's invoice or (ii) provided the Publisher with an order number at the time the advertisement was booked.

13. The Buyer agrees to pay to the Publisher in respect of each advertisement for which payment is not made by the due time (a) the sum of £25 as an administration

charge and (b) interest on the overdue balance at the rate of 4% above the bank base in force, calculated from the date of due payment until the date of actual payment. Any such additional charge is payable within seven days following delivery of the Publisher's invoice particularising it.

14. With series bookings, the Buyer must allocate the required number of insertions within twelve (12) months of first booking the series (the "Series Period"). In the event the Buyer does not allocate the required number of insertions within the Series Period, the Buyer will repay the Publisher the total amount of any series discount claimed against insertions that have been allocated within that Series Period.

15. It is the responsibility of the Buyer to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 7, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within seven days following (as the case may be) insertion of the advertisement or of the date on which it is claimed the advertisement should have appeared or of the receipt by the Buyer of the invoice giving rise to it. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the advertisement was booked, the Publisher's liability is limited to a maximum at its option of giving a credit for its charge for the advertisement or (in an appropriate instance) of publishing the advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Publisher's charges for that and all other advertisements. Once any dispute in respect of any advertisement has been resolved, payment (defined as in condition 10) for that advertisement will, if the original due date has then already passed, be due within three working days.

16. The Buyer will indemnify the Publisher and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.

17. These conditions shall apply to each contract for the insertion of an advertisement together with such additional relevant conditions as are set out elsewhere in the Publisher's rate card and in the event of any variations or inconsistency between these conditions and such other conditions, these conditions shall prevail.

18. The laws of England shall govern all contracts and the parties submit to exclusive jurisdiction of the courts of England, unless otherwise agreed.

19. As part of its normal business procedure the Publisher reserves the right to make searches and/or other enquiries about the Buyer using the services of credit reference agencies. The Buyer hereby acknowledges that such enquiries may be made and that agencies may well keep copies of the searches which will be shared with other businesses.

20. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions.

21. In the case of any advertisement placed by an advertising agency the Advertiser and the said agency shall each be a party to the contract in respect of the insertion of such advertisement and shall be jointly and severally liable to the Publisher in respect of all matters arising under the contract. The said advertising agency shall be responsible for making the Advertisers aware of such liability and shall be deemed in all circumstances to be the agent of the Advertiser.