

## Advertising Policies

### 1. Commissions and Billing Procedures

Agency commission: 15 percent on space, color, and position, if the invoice is paid within 60 days. No commission or discount allowable after 60-day period. Cash discount of 2 percent is available if full payment is received with insertion order. Two percent is calculated after all other discounts are applied. Interest at the rate of 1.5 percent per month or the maximum allowable legal interest, whichever is higher, will be charged on accounts unpaid within 60 days. Invoices are rendered when issues are mailed. No commission on any production charges such as backup, tip-in, color separations, binding, typesetting, and other services.

### 2. Contracts

Contract period is one year. Advertising must be inserted within 12 months of the first insertion to earn the frequency discount. Cancellations of any portion of a contract nullify all rate protection for the remainder of a contracted schedule.

### 3. Rates

Rates are subject to change upon notice from the publisher. Should a change in rates be made, space reserved may be canceled by the advertiser or its agency at the time the change becomes effective without incurring short-rate charges, provided the advertisements published to the date of cancellation are consistent with the appropriate frequency rate. Cancellation of space reservations for any other reason in whole or part by the advertiser will result in an adjustment of the rate (short-rate) based on the past and subsequent insertions to reflect actual space used at the earned frequency rate. Credits earned by increasing frequency during a contract year will be applied to future billing for space. No cash rebates will be issued. There is no extra charge for bleed advertisements.

Rates are exclusive of all federal, state, municipal, or other political subdivisions, excise, sales, use, property, or like taxes now in force or enacted in the future.

### 4. Due Dates and Regulations

- a) Cancellations or changes in orders may not be made by the advertiser or its agency after the space reservation closing date of the issue in which the advertisement is to appear. If suitable advertising material is not received by the due date for negatives or cancellation or changes are made after the closing date, space will be billed based on prevailing insertion order.
- b) Advertising materials not received by final closing date for receipt of materials will not be entitled to revisions, changes, cancellations, approvals, or guarantees in color matches.

### 5. Copy and Contract Regulations

- a) All insertion orders are accepted subject to provisions of the current rate card.
- b) All advertising and its contents are subject to acceptance by the publisher (Institute for Supply Management, Inc.™). Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, contract, or position commitment at any time without cause. Publisher will not accept advertisements promoting offers, premiums, giveaways, sweepstakes, contests, etc.
- c) Publisher reserves the right to edit all copy and refuse advertisements that are not deemed suitable for publication, or do not conform to policies of the publisher, as determined by the publisher.
- d) The publication of an advertisement by publisher is not an endorsement of the advertiser nor the products or services advertised.

- e) Publisher assumes no responsibility for claims or statements-made in an advertisement.
- f) Without the prior consent of publisher, an advertiser may not incorporate in an advertisement or other publication the fact that a product or service has been advertised in the publisher's publication.
- g) If advertising material appears in an editorial-like format, the publisher reserves the right and must add the word "advertisement" prominently above or below the copy.
- h) Publisher shall have no liability for errors in material submitted by the advertiser or its agent. This includes electronic materials.
- i) Publisher assumes no responsibility or liability for loss of profit, loss of business, or any other damage as a result of any error or omission in or related to an advertisement.
- j) Advertisements are accepted upon the representation that the advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, advertiser and its agency agree to indemnify and hold publisher harmless against any expense or loss by reason of any claims arising out of publication of such advertisements, including, without limitation, those resulting from claims or suits for libel, violation of rights of privacy, plagiarism, or copyright infringements.
- k) Any order may be canceled by the publisher if the advertiser or agent fails to pay accounts when due. The difference between rates billed and rates earned on space used shall become due and payable immediately.
- l) The publisher reserves the right to select advertisement location for the ROP advertisements, unless advertiser has paid for a special position.
- m) Any disputes between publisher and/or advertiser and/or advertiser's agency will be decided by an independent arbitration service selected by the publisher.
- n) Conditions, other than rates, are subject to change by publisher without notice.
- o) The publisher and advertiser are not liable for delays in delivery and/or nondelivery including but not limited to an act of God, action by any governmental or quasigovernmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor shortage, transportation interruption of any type, work slowdown, or any condition beyond the control of the publisher.
- p) Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher for advertising that advertiser or its agent ordered and that advertising was published.
- q) If advertiser and/or its advertising agency fails to pay such monies as are due and payable to the publisher, advertiser agrees to pay all costs, including reasonable attorney's fees expended in collecting overdue charges and interest on the unpaid balance at the rate of 1.5 percent per month or the maximum lawful rate, whichever is higher.
- r) No conditions other than those set forth in the advertising rate card from the Institute for Supply Management™ shall be binding on the publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of ISM's rate card.