

Standard Terms and Conditions for Advertising

The following terms and conditions (the "Standard Terms") shall be incorporated by reference into all Insertion Orders submitted to North Coast Media. ("Publisher") by Advertiser or its advertising agency:

- A. Invoices are rendered at date of publication.
- B. Publisher holds the Advertiser and its advertising agency jointly responsible for paying all duly authorized advertising inserted in or attached to *Pit & Quarry* magazine or any of *Pit & Quarry's* electronic products. All past due payments may be invoiced directly to the Advertiser, who will be held fully responsible for payment.
- C. Terms: Invoices are rendered on the publication date of each issue and are due upon receipt. Agency commission will be disallowed on all past due invoices. In the event Advertiser's account is placed for collection, Advertiser and agency agree to pay Publisher for all reasonable collection costs and/or attorneys' fees incurred. Advertiser and agency also agree to pay finance charges on the unpaid account balance at the rate of 1.5% per month or the maximum permitted by law.
- D. Publisher will not be bound by any terms, conditions or provisions appearing on insertion orders or copy instructions which conflict with provisions of these Standard Terms, including, without limitation, sequential liability statements from advertising agencies. In the event of any inconsistency between an insertion order and/or copy instructions and these Standard Terms, the Standard Terms shall control.
- E. All advertisements are accepted and published by the Publisher on the representation that the agency and/or Advertiser are properly authorized to publish the entire contents and subject matter thereof.
- F. Advertiser hereby grants Publisher the right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of Advertiser, including without limitation, all text, graphics, illustrations and photographs (the "Creative"). Advertiser represents and warrants that: (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. Advertiser acknowledges that Publisher is relying on the foregoing representations and warranties. Advertiser agrees to indemnify, defend and hold Publisher and its affiliates, and their respective officers, directors and employees, harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any advertisement supplied by Advertiser or its agents and run by Publisher.
- G. Publisher reserves the right to reject any advertising which Publisher feels is not in keeping with the publication's standards or for any other reason, even if the advertising has been published previously by Publisher.
- H. Publisher shall not be liable for any omitted, misplaced, or mispositioned advertisements.
- I. All orders are accepted by Publisher subject to change in rate upon notice from Publisher.
- J. Orders may be cancelled within ten (10) business days of the effective date of a change of rates without incurring a shortrate adjustment, provided the Advertiser's contract rate has been earned as of the date of cancellation.
- K. An order may be cancelled without liability up to thirty (30) days prior to the issue's ad close date. Publisher reserves the right to demand payment for orders cancelled less than thirty (30) days prior to ad close, regardless of the date of ad placement.
- L. A 1/6 page ad is the minimum rate holder.
- M. Advertiser will be shortrated if, within a 12-month period from the date of the first insertion, Advertiser does not use the amount of space upon which its billings has been based. Advertiser will be rebated if, within a 12-month period from the date of the first insertion, Advertiser has used sufficient additional space to warrant a lower rate than that at which it has been billed.
- N. Costs incurred by Publisher for production work on advertisements will be charged to the Advertiser regardless of whether or not the ad runs. Advertiser will be charged for any artwork, separations, halftone, shipping, or typography provided by Publisher.
- O. In the event a change of copy is not received by Publisher by the publication's ad closing date, the copy run in the previous issue of the publication will be inserted.
- P. Publisher will hold Advertiser's materials for a maximum of one year from last issue date. It is the responsibility of the Advertiser to arrange for the disposition of artwork, proofs or digital materials prior to that time, otherwise materials will be destroyed. All requests must be submitted in writing.
- Q. Publisher will not be held responsible for consequential costs or other damages due to loss or damage of digital ad materials, art, proofs or transparencies.
- R. Reader response services are not provided by *Pit & Quarry* or any of its properties. Publisher disclaims all liability and responsibility for inaccuracies.
- S. Under no circumstances shall Publisher be liable for any indirect, incidental, special or consequential damages (including, without limitation, loss of profit or impairment of goodwill) of any Advertiser. Under no circumstances shall Publisher's direct or indirect liability to any advertising agency or Advertiser exceed the invoiced cost of the advertisement. Notwithstanding the foregoing, Publisher shall have no liability for (i) any failure or delay resulting from conditions beyond Publisher's control; or (ii) errors in content or omissions in any creative or advertising materials provided by Advertiser.
- T. These Standard Terms, together with insertion orders submitted by Advertiser, (i) shall be governed by and construed in accordance with the laws of the State of New York and the United States, without giving effect to principles of conflicts law; (ii) may be amended only by written agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements regarding the subject matter hereof, whether written or oral, between the parties. Failure by either party to enforce any provision of these Standard Terms shall not be deemed a waiver of future enforcement of that or any other provision. Advertiser may not resell, assign, or transfer any of its rights hereunder.

Commission

Accredited advertising agencies receive a 15% commission provided invoices are paid within 30 days. Production charges are not subject to agency commission.