

Expo Publishing Terms and Conditions of Sale

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AGREED TERMS

1. INTERPRETATION

- 1.1 In these conditions the following words shall have the following meanings:
'Seller' means Expo Management Limited trading as Expo Publishing whose registered offices are 15 Warwick Road Stratford Upon Avon Warwickshire CV37 6YW (Company Registration Number: 03202811)
'Buyer' means the party agreeing to place Advertising (hereinafter defined) in one of the Seller's publications and who is responsible for paying for that Advertising
'Contract' means any contract between the Seller and Buyer in relation to Advertising incorporating these conditions
'Advertising' means one or more advertisement appearing in or distributed with one or more of the Seller's publications
'Services' means the placing or advertising or reserving space for Advertising in one or more of the Seller's publications
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taken account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it
- 1.3 Words in the singular include the plural and in the plural include the singular
- 1.4 A reference to one gender includes a reference to the other gender
- 1.5 Condition headings do not affect the interpretation of these conditions

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by Publishing Director of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Advertising by the Buyer from the Seller shall be deemed to be an offer by the Buyer for the Services subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Seller dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

3. DESCRIPTION

- 3.1 The quantity and description of the Advertising shall be as set out in the Seller's confirmation form.
- 3.2 All samples, inserts, advertising, advertising copies issues by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or other marketing material are issued or published for the sole purpose of giving an approximate idea of the advertising described in them. They shall not form part of the Contract and this is not a sale by sample.

4. PRICE

- 4.1 Unless otherwise agreed by the Seller in writing, the price for the Advertising shall be the price set out in the confirmation form ('Contract Price')
- 4.2 The price for the Advertising shall be exclusive of any value added tax ('VAT') and any other taxes which shall be charged in addition at the rate in force at the date any payment is required from the Buyer.

5. PAYMENT

- 5.1 Subject to condition 5.4, payment of the Contract Price is due in pounds sterling by the payment deadline as specified on the invoice notwithstanding that the Services (in full or in part) may not have been performed

- 5.2 Time for payment shall be of the essence.
- 5.3 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 5.4 All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.
- 5.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.
- 5.6 Where the Buyer receives a pre-payment discount but does not pay for the Advertising by the payment deadline as specified on the invoice, the Seller reserves the right to invoice the Buyer for the pre-payment discount.
- 5.7 Where the Buyer receives a discount for booking a series of advertisements and subsequently cancels the series, the Seller reserves the right to invoice the Buyer for the series discount.
- 5.8 If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6. LIMITATION OF LIABILITY

- 6.1 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 6.1.1 Any breach of these conditions; and
- 6.1.2 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 6.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3 Nothing in these conditions excludes or limits the liability of the Seller:
- 6.3.1 for death or personal injury caused by the Seller's negligence; or
- 6.3.2 under section 2(3), Consumer Protection Act 1987; or
- 6.3.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- 6.3.4 for fraud or fraudulent misrepresentation.
- 6.4 Subject to condition 6.2 and condition 6.3:
- 6.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
- 6.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 6.5 The Seller shall be under no liability:
- 6.5.1 Until the payments due from the Buyer under the Contract have been paid in full; and/or
- 6.5.2 If the breach by the Seller of this Contract is a result of the information supplied by the Buyer; and/or
- 6.5.3 If the breach of this Contract is due to the Buyer failing to supply any information required by the Seller to discharge its obligations under this Contract.

7. ADVERTISING: BUYER'S WARRANTY AND INDEMNITY

- 7.1 The Buyer warrants that its Advertising is legal, decent, honest and truthful and not, defamatory, that its publication does not constitute an infringement of any third party's rights, nor an infringement of the British Code of Advertising Practice and complies with the Advertising Standards Authority's Codes of Practice.
- 7.2 The Buyer warrants that any description relating to the subject of the Advertisement is true and accurate.
- 7.3 The Buyer warrants that it has power and authority to enter into the Contract and to the extent that the Buyer is entering into the Contract as agent on behalf of a client it further warrants that it has power to bind its client in accordance with this Contract.
- 7.4 The Buyer will indemnify the Seller against all damages losses, costs, claims, expenses and other liabilities awarded against or incurred by the Seller, whether directly or as a result of the action, claim or demand of any third party, due to any breach by the Buyer of the terms of the Contract or any other legal obligation imposed on the Buyer.

8. SELLER'S WARRANTIES

- 8.1 Subject to clause 8.2 and clause 6 if the Seller makes an error, or if there is a misprint or omission in the printing of any Advertising which is not due to the Buyer's default (including without limitation due to any information supplied by the Buyer) or exercise of the Seller's right to refuse Advertising, the Seller will, at its total discretion, either re-insert the Advertising or make a refund of or an adjustment to the Contract Price.
- 8.2 The Seller will not provide a re-insertion, refund or price adjustment in the case of any Advertising where the error, misprint or omission does not, in the Seller's opinion, materially detract from the Advertising nor in any case where a claim for re-insertion, refund or price adjustment has not been made in writing within two weeks of the publication date.
- 8.3 The Seller reserves the right to withdraw any of its publications from sale or to cease publishing any of them, and in these circumstances the Seller's sole liability to the Buyer shall be to reimburse to the Buyer the Contract Price (or where applicable, part of the Contract Price) which the Buyer has paid to the Seller for any Advertising which is not published as a result.

9. SELLER'S RIGHT TO REFUSE ADVERTISING

- 9.1 Whilst the Seller will try to meet the Buyer's expressed wishes, the Seller reserves the right to modify the space or alter the date of insertion of positioning of the Advertising.
- 9.2 The Seller reserves the right to refuse or withdraw any Advertising submitted to it:
- 9.2.1 if it considers that Advertising to be of an obscene, illegal or defamatory nature or otherwise in breach of the warranty's in clause 7.1; or
- 9.2.2 if in the Seller's opinion it is otherwise unfit for publication, and in these circumstances the Seller's sole liability to the Buyer shall be to make a full refund of any monies paid.
- 9.3 Acceptance by the Seller of an order for Advertising does not confer any right for the Buyer to have a repeat order accepted on similar terms. Furthermore, the acceptance of the order by the Seller does not transfer to

the Seller in any way any responsibility for the content of any Advertising, nor does it imply any approval, recommendation or endorsement of either the content of any Advertising or the Buyer and/or any of its business activities.

10. CANCELLATION AND ALTERATIONS

10.1 The Buyer shall have the right to cancel or alter the order for Advertising (or any part of it) which has not yet been printed.

10.2 The cancellation must be made in writing either by post or fax in accordance with clause 16 and Schedule 1. Communication via telephone and email will not suffice.

10.3 Without prejudice to any other rights under this Contract and in addition to clause 5.7, the Seller shall be entitled to charge the Buyer the Contract Price (or where applicable, part of the Contract Price) for Advertising which has been printed or is in the process of being printed at the time of the cancellation or request for alteration and the cost of any work which has been carried out in relation to the Advertising which cannot be used for any other advertising.

11. ADVERTISING COPY AND INSERTS

11.1 It is the Buyer's responsibility to ensure that the copy and inserts, if any, are supplied to the Seller and the Seller is not responsible for requesting them.

11.2 If the Seller does not receive copy or instructions by the relevant copy date the Seller may repeat the last copy used, or only print the name, address and telephone number of the Buyer, at its total discretion.

11.3 Where the Buyer has undertaken to supply inserts which have been accepted and approved by the Seller, the Seller may change the rate agreed if the inserts fail to arrive at the agreed time and place for insertion.

11.4 If the Buyer fails to check and return the Advertising proof, the Seller may print the Advertising as prepared and at the agreed Contract Price.

11.5 Copy material provided must conform to the Seller's requirements. If not the Seller may make an additional charge for all costs (and a reasonable element of profit) incurred by it as a result of such non-conformity.

11.6 Unless instructions to the contrary are received and arrangements to collect the materials are made by the Buyer, the Seller may destroy all materials which have been in its (or its printer's) custody or control for at least three months.

11.7 The Seller may modify the wording of any classification, section or trade heading as it deems fit.

11.8 The Buyer shall retain the risk in all artwork and Advertising material delivered to it by the Seller and subject to clause 6 the Seller accepts no liability for any loss or damage howsoever caused whether by the Seller's negligence or otherwise.

12. ASSIGNMENT

12.1 The Seller may assign the Contract or any part of it to any person, firm or company.

12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

13. FORCE MAJEURE

13.1 The Seller reserves the right to defer the date of Advertising or to cancel the Contract or reduce the number of Advertisements placed by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of *90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

14. TERMINATION

14.1 The Seller may terminate this Contract with immediate effect (or following such notice period as it sees fit) without prejudice to any rights that have accrued under this Contract or any of its rights or remedies, by giving written notice to the Buyer if:

14.1.1 The Buyer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

14.1.2 The Buyer commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so

14.1.3 The Buyer repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

14.2 Either party may terminate this Contract with immediate effect (or following such notice period as it sees fit) without prejudice to any rights that have accrued under this Contract or any of its rights or remedies, by giving written notice to the other party if:

14.2.1 The other party suspends, or threatens to suspend, payment of its debts or is deemed to be, insolvent (being a company), bankrupt (being a natural person), unable to pay its debts as they fall due for payment or admits inability to pay its debts OR deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

14.2.2 The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or enters into any composition or arrangement with its creditors generally; or

14.2.3 An order is made or resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken for the winding-up, administration or dissolution of the other party, being a corporate body; or

14.2.4 The other party, being an individual, is the subject of a bankruptcy petition or order; or

14.2.5 Any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the other party or any part of its business or assets; or

14.2.6 A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within *14 days; or

14.2.7 Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.1 to clause 14.2.6 (inclusive).

14.3 The parties acknowledge and agree that any breach of clause 5 shall constitute a material breach for the purposes of this clause.

15. GENERAL

15.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent

jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

15.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16. COMMUNICATIONS

16.1 All communications between the parties about the Contract including but not limited to cancellations and requests for alterations shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

16.1.1 (in case of communications to the Seller) to 37 Tyndall Court Commerce Road Peterborough PE2 6LR or such changed address as shall be notified to the Buyer by the Seller; or

16.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

16.2 Communications shall be deemed to have been received:

16.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

16.2.2 if delivered by hand, on the day of delivery; or

16.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

16.3 Communications addressed to the Seller shall be marked for the attention of the Publishing Director.

17. DATA PROTECTION

17.1 Telephone calls to and from the Seller may be monitored for training purposes.

17.2 The Seller will use the Buyer's information and any other details from future advertising, for administration and analysis. The Seller may be able to share the Buyer's details with other divisions associated with the Seller's company or carefully selected third parties. The Seller or the associated divisions or third parties may send the Buyer details of goods or services, which may be of interest to the Buyer. The information may be provided by letter, telephone or any other reasonable means of communication. If the Buyer wants its details to be shared with carefully selected third parties it shall send notice to the Seller in accordance with clause 16.

17.3 The service the Buyer is requesting may require the Seller to carry out a credit search through a credit-referencing agency, which will record that a search has been carried out. The Seller may share the Buyer's information with other lenders, and credit reference agencies to make credit granting decisions and if necessary, for fraud prevention or tracing debtors.

18. GOVERNING LAW

18.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

SCHEDULE 1: TIME LIMITS FOR PUBLICATIONS AND CANCELLATIONS

1. WEEKLY PUBLICATIONS

1.1 Deadlines for placing an order for Advertising in weekly publications are as follows:

1.1.1 Display Advertising: 4pm, Monday - week of publication date

1.1.2 RouteONE Trader (vehicle section): 4pm, Monday - week of publication date

1.1.3 RouteONE Market Place: 12pm, Friday - 1 week prior to publication date

1.1.4 RouteONE Recruitment & Tenders: 4pm, Monday - week of publication date

1.1.5 RouteONE (Guide To) Features: 12pm Friday, 1 week prior to publication date

1.1.6 RouteONE (Guide To) Features: 12pm Friday, 1 week prior to publication date

1.1.7 RouteONE Trader 102 3pm Monday, week of publication date

1.2 Deadlines for alterations or cancellation of an order for Advertising are as follows:

1.2.1 Display Advertising: 12pm, Friday - week prior to publication date

1.2.2 RouteONE Trader (vehicle section): 12pm, Monday - week of publication date

1.2.3 RouteONE Market Place: 12pm, Wednesday - 1 week prior to publication date

1.2.4 RouteONE Recruitment: 12pm, Friday - week prior to publication date

1.2.5 RouteONE (Guide To) Features: 12pm Wednesday, 1 week prior to publication date

1.3 Deadlines for other catalogues, inserts and publications not explicitly mentioned above may vary. Please seek advice and confirmation from the Seller before placing your order.

2. MONTHLY PUBLICATIONS

2.1 Deadlines for monthly publications are as follows:

2.1.1 Editorial Copy: 3 weeks prior to publication date

2.1.2 Advert Copy Raw (to build): Friday 3 weeks prior to publication date

2.1.3 Advert Alterations: 2 weeks prior to publication date

2.1.4 Advert Cancellations: 1 month prior to publication date

2.1.5 Advert Copy (finished): Wednesday, 2 weeks prior to publication date

2.1.6 Insert Deadline: Friday, 2 weeks prior to publication date

2.2 Deadlines for other services not explicitly mentioned above may vary. Please seek advice and confirmation from the Seller before placing your order.

3. GENERAL

3.1 The Seller reserves the right to amend and change any deadlines mentioned in Schedule 1 as is appropriate in the Seller's sole opinion. Any changes will be communicated to any parties affected before any orders for advertising are accepted.

3.2 The Seller reserves the right to withdraw any advertising orders without notice if credit account is not adhered to.