



## TERMS AND CONDITIONS

A. Advertiser represents and warrants that all advertisements and other materials submitted to Global Arts Publishing, LLC dba Art Glass Quarterly ("Publisher") shall be original and shall not violate any law or infringe any copyrights, trademarks, trade names or patents, or contain matter which is libelous, an invasion of privacy, an unlawful appropriation of name or likeness, or is otherwise injurious to the right of any person, and that advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser and its agency assume all liability for content (including but not limited to text, photographs and illustrations) of advertisements, and agree to indemnify and hold Publisher harmless against any and all claims, losses, liabilities, and expenses, including attorneys fees and legal expenses, resulting from or attributable to the publication of any materials submitted by advertiser or its agency.

B. All contents of advertisements are subject to Publishers' approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time. Publication of an advertisement by Publisher shall not affect its right to revise or reject any advertisement thereafter.

C. Positioning of advertisements is at the discretion of Publisher except where a request for a specific preferred position is acknowledged by Publisher in writing. Material must be received by material closing date or position may be lost.

D. Publisher shall have no liability for errors in key numbers, the reader service section, advertiser's index or product index. In the event of an error or omission in printing or publication of an advertisement, Publishers' liability shall be limited to the cost of the space occupied by the error with a maximum liability being cancellation of the cost of the first incorrect advertisement or republication of the advertisement. Under no circumstances shall Publisher be liable for consequential damages of any kind.

E. Advertisements not received by advertising production departments by closing date will not be run. Publisher may use prior ad material if new materials are not received on time.

F. Cancellations or changes in orders must be made in writing and be received by Publisher on or before the closing date(s). Ad materials will be stored for six months from the date of Publishers' receipt and then destroyed unless advertiser requests the return of materials in writing prior to that date.

G. All insertion orders are accepted subject to provisions of Publishers' applicable rate cards.

H. Publisher does not accept sequential liability, and any contrary language in insertion orders shall be disregarded. Advertiser and/or its advertising agency shall be jointly and severally liable for the payment of all bills, charges, and payments required to be made under this Agreement. The rights of Publisher shall in no way be affected by any dispute or claim as between advertiser and its advertising agency.

I. No conditions other than those set forth in this Agreement or on the rate cards shall be binding on Publisher unless specifically agreed to in writing by both parties.

J. Publisher shall not be liable for delays in delivery and/or non-delivery because of any act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of Publisher affecting production or delivery in any manner.

K. As used in this Agreement, Publisher shall include any of its affiliates, subsidiaries or divisions that operate any of Publishers' properties.

L. Credit Net 30 days from date of invoice. Any dispute regarding any item shown on the invoice is waived by advertisers unless made within 30 days after the invoice date. Advertiser acknowledges and understands that all orders for space are accepted subject to Publishers' credit requirements. Credit may be cancelled at any time by Publisher. Unless credit is allowed, all advertisements are cash in advance. Advertiser agrees that Publisher shall have the right to charge advertiser, on any amounts that are not paid when due, interest at the maximum rate permitted by law from the date such amounts are due until the date of payment, and costs of collection, including attorneys' fees. The ability to collect interest and costs shall not affect Publishers' right to cancel for non-payment. Publisher reserves the right to terminate this Agreement effective upon notice to advertiser if advertiser is delinquent in the payment of any amount owed to Publisher.

M. This Agreement contains the entire agreement of the parties with respect to its subject matter, supersedes all prior and contemporaneous agreements, oral or written, for any of Publishers' properties, and may be amended only by a written agreement signed by both parties. This Agreement shall be construed in accordance with California law applicable to agreements made and to be performed in California.

N. This Agreement is not transferable by advertiser in whole or in part.