

Automotive News

PRINT STANDARD TERMS & CONDITIONS

The following terms and conditions shall be deemed incorporated in every advertising space or sponsorship insertion order or contract tendered to *Automotive News* for any of its related print products, show dailies, events, meetings, award programs, and other activities or services unless modified by written agreement signed by an officer of Crain Communications Inc (Publisher), and shall supersede any inconsistent statements in such order or contract. All insertion orders and contracts shall be governed and construed in accordance with the state of Michigan, USA without resort to the conflicts of laws rules thereof and both parties hereby consent to the exclusive jurisdiction of such courts. Additional terms and conditions may be applicable to online and digital products, webinars, and events.

Rate Protective Clause

Publisher reserves the right to change the rates and terms herein for any product at any time without notice, provided only that for any contract advertiser the rates herein shall continue to apply for advertising published or displayed within 90 days of the effective date of such change. Contact your Automotive News sales representative for more information.

Agency Commission

15% of gross billing allowed to recognized agencies on print, online and electronic advertising space charges, color and position, provided account is paid within 30 days of invoice date. Commission not allowed on other charges, such as insert handling, special binding or trimming of inserts, reprints or other mechanical charges, non-display classified advertising, event sponsorships, or custom webinars.

Payment Terms – No Cash Discount

Invoices are dated as of the issue or display date and are due upon receipt. Charges billed in U.S. dollars are payable in U.S. funds drawn on a U.S. bank. Charges billed in other currencies are payable in the currency billed. Publisher looks to the advertising agency placing the insertion order for payment, however, Publisher shall have the right to hold the advertising agency and the advertiser jointly and severally liable for the monies due and payable to Publisher, and the agency warrants by submitting the insertion order that it and the advertiser have accepted this responsibility. Publisher will not be bound by conditions, printed or otherwise, on contracts, order blanks or instructions when such conditions conflict with, modify or supplement its policies.

Publication & Closing Dates

Publisher may act on the written instructions of either the advertiser or agency as to any ad or sponsorship. No liability is assumed as to any instructions received after the applicable closing date. Please see complete media kits and the schedule of issues for specific closing dates for each website, publication, or electronic product. Advertising that is part of a sponsorship package such as for an event, award program or special sponsorships are non-cancelable and must abide by the scheduled dates. Closing dates and editorial features, special sections, events, and etc., whether for print, online or electronic products, are subject to change.

Short Rates & Rebates

Advertisers will be short-rated (amount for advertising increased) if, within 12 months beginning with the first advertising insertion, they do not meet the level of discount upon which their contracted rate was based. Advertisers will be rebated if within the same period from the date of the first advertising insertion, they have purchased sufficient additional advertising to warrant a lower rate than they have been billed. Online or electronic advertisers will be short-rated if they do not fulfill the time period or commitment upon which their billings were based and will be rebated if they increase their time period or commitment to warrant a lower rate than they have been billed. Advertising in Automotive News products may be eligible to be combined with advertising in other related Automotive News products for volume discount levels. Contact your Automotive News sales representative for more information. Any credits or rebates will expire if not used within 12 months after they are earned.

Publisher's Copy Protective Clause

By issuance of this rate card, Publisher offers, subject to the terms and conditions herein, to accept advertising or sponsorship insertion orders to be published, displayed or used in any product of Publisher, and by their tendering such insertion orders the advertiser or agency shall indemnify and hold Publisher, its employees, agents and its subcontractors, free and harmless from any expenses, damages and costs (including reasonable attorney's fees) resulting in any way from Publisher's compliance with such insertion order (including but not by way of limitation, from claims of libel, violation of privacy, copyright infringement or otherwise). Publisher shall have full right to settle any such claim and to control any litigation or arbitration as to which it may be a party all at the cost of the agency and the advertiser who shall be deemed joint and several indemnitors and agency warrants that it is authorized to bind, and does bind, advertiser to such indemnity jointly and severally with the agency. Publisher reserves the right in its sole discretion to discontinue publication of any product of Publisher at any time with or without notice, or to defer or cancel the printing, publication, display, circulation or holding of any issue, product or event or of the tendered advertising or sponsorship, and shall not be held liable for any failure to print, publish, display, circulate or hold a full or any portion of any issue, product or event or of the tendered advertising or sponsorship because of labor disputes involving the Publisher, the printer or others, transportation delays or embargoes, errors or omissions of employees or subcontractors, or circumstances beyond its control. Publisher's sole obligation as to any failure or default on its part shall be limited to a refund of its charges which may have been paid to it or, at its option, to publish the tendered advertising in the next available issue, product or event.

The publisher reserves the right to accept, reject or omit any advertising for any reason. Advertising that simulates or imitates the format of editorial materials of any product of Publisher will not be accepted.