

PUBLISHER'S POLICIES

APPLICABILITY

All advertising submitted to NIA is subject to NIA's Publications C-3 Policy. The terms and conditions contained herein apply to all advertising orders and, without limiting the applicability to the foregoing, shall be incorporated by reference into any insertion order, copy instruction, letter, invoice, or any other sales document. Any additional or different terms or conditions proposed by advertisers or advertising agencies are objected to and are hereby rejected. Advertiser and agency hereby assent to and shall be bound by each and every term and condition set forth herein, notwithstanding and irrespective of any terms and conditions in advertiser's or agency's insertion order, copy instruction, letter, or other purchase documents (whenever issued), which may be different than or inconsistent with those stated herein. These terms and conditions contain the entire understanding governing the business relations that exist with publisher with respect to advertisements in *Insulation Outlook* and, except as expressly provided herein, these terms and conditions may not be modified or altered except in writing, duly executed by the parties.

AGENCY COMMISSION FOR PAYMENT WITHIN 60 DAYS

Fifteen percent of gross billing is allowed to recognized agencies for display advertising space, and color and special position premiums, if paid within 60 days. After 60 days, agency commission is automatically forfeited. Commission is not allowed on such charges as artwork, design, reprints, printing, PDFs, and special handling charges. No cash discounts.

CONTRACT RATES

Contract rates are based on the total number of insertions used within a calendar year. Advertising schedules composed of multiple space units are entitled to frequency rate for each unit. However, if advertiser submits two 1/2-page ads instead of a full-page ad, publisher will charge for the cost of two 1/2-page ads, not a full page even if the ads are stacked on 1 full page.

Advertisers will be short-rated if they fail to use the number of insertions upon which their discount rate is based. Advertisers will be rebated if, within the same calendar year, they have used sufficient space to warrant a lower rate.

If an ad supplied is different than the contracted space, advertiser will be billed at the higher rate (i.e., if a 1/3-page ad was contracted, but publisher was provided with a 1/4-page ad, the 1/3-page ad will be billed).

TERMS OF PAYMENT

All payment is required on time. All payments must be made in U.S. currency and advertisers are responsible for any exchange or transfer fees. Advance payment is required from advertisers and agencies that have no established credit record with *Insulation Outlook* or at the publisher's discretion. Invoices not paid within 60 days are subject to an interest charge of 2% per month on the outstanding balance. Advertiser and advertising agency are jointly responsible for payment of advertisements appearing in this publication. Efforts will be made to obtain payment before sending accounts to collections, including billing the advertiser directly and billing any credit card on file for that account. Advertiser agrees to reimburse any sums expended by publisher, including but not limited to attorneys' fees, collection fees, and any other expenses incurred by publisher in collection of payment for any amount due to publisher. The rights of publisher shall in no way be affected by any dispute or claims between advertiser and agency.

Publisher reserves the right to reject advertisements if payment for previous advertisements is overdue.

CANCELLATIONS

Premium positions cannot be cancelled. Full payment of the entire contract is required.

Companies canceling an advertising package may be subject to a termination fee in addition to payment for Hot Links and other marketing exposure received as part of the bonus program.

All cancellations must be received in writing prior to the advertising space reservation deadline. Cancellations after space closing may not be possible. Those that are possible will be billed at 50% of full rate. Cancellation requests should be sent to ads@insulation.org and to publications@insulation.org.

LIABILITY

Advertiser and agency represent and warrant that they are authorized to publish the entire contents and subject matter of the ads, and that the publication by publisher will not violate the rights of any third party or any law. Advertiser and agency shall indemnify and hold publisher harmless from and against any loss, expense, or liability resulting from claims or suits based upon such ads, without limitation.

Publisher is not responsible for incorrectly submitted ad files, including file corruption and format, size, resolution, color, and trim issues. Files may be corrected and the advertiser billed for the expense. All ads require a hard-copy proof. Color-matched SWOPs are preferred. Publisher cannot be held responsible for ad quality if SWOP is not provided, and full payment will be required.

No ad changes will be accepted after the materials close date unless the substituted ad is of like size and color. If new materials are not received by the materials close date for the contracted issue, the previous advertisement will be repeated. Any materials submitted or changed after the material closing date are subject to a late fee. Changes after the materials close date cannot be guaranteed, and the publisher reserves the right to run the previous ad instead.

Publisher assumes no liability for injury, damage, loss, accident, delay, or irregularity for any reason whatsoever arising from said advertisement. Errors by publisher in published ads shall not constitute a breach of contract, but shall, if brought to publisher's attention no later than 5 business days after the ad appears, entitle advertiser to credit for actual space of error on the first insertion only, unless a proof of the ad was furnished to or by publisher, in which event advertiser and/or agency shall accept full responsibility. Publisher's liability for failure to publish an ad shall not exceed a refund or credit for publisher's charge for such ad.

Publisher reserves the right to reject any advertisement. The rejection by publisher for any reason whatsoever shall not be considered a breach of contract, but shall require advertiser and/or agency to supply new copy acceptable to publisher. Publisher reserves the right to label any advertisement with the word "advertisement."

The appearance of an advertisement and/or a product or service information in *Insulation Outlook* does not constitute an endorsement of such products or services by NIA.

DISCLAIMER

Publisher is not liable for delays in delivery and/or nondelivery in the event of act of God, action of 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 slowdown, or any circumstance beyond the control of publisher affecting production or delivery in any manner. Any deliberate attempt to simulate a publication's format is not permitted.

MISCELLANEOUS

This agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to conflict of laws/principles. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Fairfax County, Virginia. In the event that any provision hereof is determined to be invalid or unenforceable by a court of competent jurisdiction, the parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable and such determination shall not affect nor impair the validity or enforceability of any of the remaining provisions. Headings are inserted for convenience only and in no way define, limit, or extend the scope or intent of any provision herein. Failure of publisher to insist on performance of any of these terms shall not be construed as a waiver of such terms and shall not affect the right of publisher thereafter to enforce each and every term hereof.

LIST AVAILABILITY

The *Insulation Outlook* list is not available for rental. A limited number of mailings are possible for Premier 12 advertisers. Contact ads@insulation.org for details.

