

ABASTO

Terms and Conditions:

- 1. Production:** (a) Complete or partial redesign of an advertisement, once approved by the advertiser, will incur additional charges. (b) Production of other advertising materials, such as inserts, posters, flyers, etc., is available on a flat hourly rate. (c) Advertising will be approved by advertiser.
- 2. Payment:** (a) An invoice, showing the amount due for the current edition, is sent out after each issue and is accompanied by a complete copy of the current **Abasto** magazine, showing the advertisement as it appears in the magazine. (b) All invoices are due upon receipt and considered late if payment is not received within 30 days of invoice date. (c) Any advertiser, with an account balance over 45 days old may, at the sole and exclusive discretion of the Publisher and without further notice, other than this statement, have **its** advertising removed from future issues of the magazine until satisfactory terms, to the Publisher, for prompt payment are made. (d) Balances, which are carried over 45 days, will also be subject to a 2.0% per month (24% APR) finance charge. (e) Returned checks will incur a fee of \$30 and will be re-deposited after 3 business days, unless the advertiser contacts **Abasto** and makes other arrangements. (f) Subsequent payments may be required to be made in cash, at the Publisher's discretion. (g) If Publisher must seek legal action in order to obtain payment from Advertiser, the Advertiser will be responsible for any and all fees the Publisher incurs as a result, including, but not limited to attorney's fees, court fees, and civil process service fees. (h) No cash discounts are offered.
- 3. Discounts & Extra Charges:** Discounts are given on contracts for multiple insertions of advertising or other reasons determined by the Publisher. (a) Failure by advertiser, either to complete the contract or remit payment on time for advertisements which have run, will void the discounts and the advertiser will be liable for the full price of all advertisements which have run. (b) Cancellations will be honored 14 days after written notice by advertiser and will have a cancellation charge, as specified on 3(a).
- 4. General Policies:** (a) Publisher reserves the right to reject or cancel any advertisement, at any time, at its sole discretion and without explanation. (b) All advertising is accepted in good faith that it is in no way misleading. Advertisers are solely responsible for claims made in their advertisements. (c) Publisher will not be responsible for errors or omissions and will not be held liable for such. Credits for errors in advertisements will only be given when the error causes the meaning or intention of the advertising to be misunderstood. Spelling errors, grammatical errors, etc. are not grounds, in themselves, to warrant the issuing of credit. (d) Credit will not be given for any mistake in the advertisement if said advertisement has been approved by Client prior to publication of the advertisement for the first time. (e) **Abasto** is copyrighted. Reproduction of any part of the magazine, by any means, is strictly prohibited. This includes artwork, layout, photos, articles, etc. Materials created by **Abasto** may not be used, in any manner, without express written permission from the publisher. (f) Advertiser represents and warrants to Publisher that all the content of the advertising submitted is original or in the public domain, or advertiser has obtained all consents necessary for its use. The tender of any advertising shall constitute an under taking by the advertiser to indemnify and hold **Abasto** harmless from and against any and all liability, damages, fines, penalties, loss or expense, including attorneys' fees and cost, arising from any actual or threatened claims, demands, investigations or causes of action by third parties against **Abasto** for libel, slander, unfair trade practice, unfair competition, infringement of trademarks, copyrights, proprietary rights, trade names or patents, and invasion or violation of rights of privacy, resulting from publication of such advertising.
- 5. Credit Release:** By signing this contract, or attaching an insertion order to this contract, the Advertiser hereby gives Publisher the right to obtain a credit report on the Advertiser, at the sole and exclusive discretion of the Publisher. The information obtained in the credit report may be used to determine if and to what extent the Publisher will grant credit to the Advertiser.
- 6.** All positioning of advertisements, with the exception of the paid guaranteed advertising, is at the sole discretion of the publisher. In no event will adjustments, reruns or refunds be made because of the position in which an advertisement has been published. When advertisers submit step-down advertisements, each of the elements should be so constructed that, if necessary, the relationship between or among the elements may be changed without loss of identity of the advertiser.
- 7.** All preprinted advertising inserts must conform to the printing, packing and shipping instructions of the magazine. Copies of current instructions are available on request. Preprints that fail to conform to these instructions will be subject to applicable charges for labor and late delivery, and other costs incurred by the publisher. The magazine cannot guarantee that all preprints will be inserts, or that every magazine distributed will contain a particular preprint. Advertiser understands and accepts that the magazine/publisher shall not be liable for less than complete insertion of the preprints.