Terms and Conditions for Print Advertising in Show Preview and Daily & Show Pocket Guide

The following terms and conditions (the “Standard Terms”) shall be incorporated by reference into all Advertisement Orders (“Orders”) submitted to American Coatings Media, LLC. (“AC Media”) by Advertiser or its advertising agency “Client.”:

1. Order Forms

SHOW PREVIEW and DAILY & SHOW POCKET GUIDE Orders are accepted by AC Media only in writing on the official order form. Special pages for Orders are allocated in the order of receipt of the written orders. SHOW PREVIEW and DAILY advertisements must be ordered through Vincentz Network and will be subject to conditions outlined by Vincentz Network. Therefore, the outlined terms and conditions are not applicable.

2. Deadlines

The deadlines for returning the forms and submitting files for Orders is Feb. 1, 2018.

3. Responsibility for Contents

The Client is responsible for the content of Orders in SHOW materials and any damages arising out of such content. The Client bears the responsibility for the content and legal admissibility of graphic, photographic and text material provided for Orders. AC Media reserves the right to decline Orders which do not conform to the warranty criteria stated in Para. 5 of these Standard Terms, including without limitation because their content is unlawful, infringes a right of a third party, or which are in AC Media’s sole and exclusive judgment, harmful to the reputation or objectives of AC Media, its members, or the coatings industry. Clients will be informed without delay if an Order is declined.

4. Quality of Print Material

The Client is responsible for providing error-free printing material. A color sample is to be enclosed for color print, otherwise no responsibility can be accepted for correct color reproduction. AC Media will request replacement without delay if print material is obviously unsuitable or damaged. Graphic work, changes to data already supplied and the production of color proofs are charged separately.

The Client may also be charged extra for major changes to previously agreed work. The Client bears any additional costs or losses in production, due to defects in the printing material supplied which were not immediately apparent but first detected during processing. The actual print height usual for the type of advertisement is used as the basis for charging unless special sizes are stipulated.
5. **Client Warranty**

The Client warrants to AC Media that:

- Any information or material supplied in connection with the Orders is accurate, complete, true and not misleading;
- It has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Order;
- The Orders are legal and truthful, are not contrary to the provisions of any applicable law, regulation or code of, are not libelous or obscene and do not infringe the rights of any person (including any person’s intellectual property rights);
- The Order will not be injurious or harmful to the image or reputation of AC Media. AC Media’s sole and exclusive judgment shall control as to determining the prejudice or harm it has suffered.
- All digital Orders submitted for publication online will be free of any viruses, adware, malware, bit torrents; and
- No Order will cause an adverse effect on the operation of the Website;

6. **Privacy Policy**

This order is subject to the AC Media’s Privacy Policy which can be viewed here: [Privacy Policy](#).

7. **Warranty Disclaimer:**

UNLESS OTHERWISE SPECIFIED IN YOUR ORDER, ALL GOODS AND SERVICES ARE PROVIDED AS-IS AND ALL WARRANTIES EXPRESS OR IMPLIED ARE DISCLAIMED INCLUDING BUT NOT LIMITED TO THE WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, COURSE OF TRADE, ERROR-FREE, AND NON-INFRINGEMENT. ANY AVAILABILITY, ACCURACY OR COMPLETENESS OF THE MATERIALS AND/OR CONTENT, SOFTWARE, DOCUMENTATION, OR INFORMATION.

8. **Limitation of Liability:**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AC MEDIA IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PRINTING, PUBLISHING, OR CIRCULATING OF ANY ORDERS THAT IS CAUSED BY, OR ARISING FROM, AN ACT OF GOD, ACCIDENT, FIRE, STRIKE, TERRORISM OR OTHER OCCURRENCE BEYOND AC MEDIA’S CONTROL. AC MEDIA IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PUBLISHING ANY ORDER SUBMITTED TO IT.

THE LIABILITY OF AC MEDIA FOR ANY ACT, ERROR OR OMISSION FOR WHICH IT MAY BE HELD LEGALLY RESPONSIBLE SHALL NOT EXCEED THE COST OF THE ADVERTISING SPACE AFFECTED BY THE ERROR. IN NO EVENT SHALL AC MEDIA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR PROFITS.

9. **Cancellation of Orders**

AC Media expressly reserves the right to reject or cancel for any reason at any time any insertion order or advertisement without liability, even if previously acknowledged or accepted. Cancellation of ORDERS
by Clients must be made in writing. In case of cancelling before the due date, costs incurred prior to that date may be invoiced. The exhibitor cannot cancel or make changes to their order after March 1, 2018.

10. **Charging for Entries and Advertisements**

The invoice for ORDERS is due for payment without deductions immediately and, in any event, by not later than eight days after receipt of the invoice.

11. **Force Majeure**

Occurrences of force majeure and labor disputes release the publisher and AC Media from any obligation to fulfill orders and pay damages.

12. **Place of Performance and Jurisdiction**

Place of performance and jurisdiction for all obligations arising out of the contract for print advertisements is Washington, DC. Place of jurisdiction for debt collection proceedings is Washington, DC.