

## BOOKING CONFIRMATION - CAROUSELWEB LTD & AFFILIATES

Issued: 22 July 2012

### STANDARD TERMS AND CONDITIONS FOR ADVERTISERS

In these conditions the terms

“Publisher” means Carouselweb Limited and its owned and/or operated affiliate websites (currently DefenseFile.com, NewMaterials.com, ProHealthServiceZone.com, ProManufacturingZone, Prosecurityzone.com, Web-lec.com).

“Advertiser” means the party who places an order for an advertisement or insert

“Advertisement” can mean any promotional e-media as agreed between the parties.

All advertisement orders accepted for publication by the Publisher are subject to the following conditions. No other conditions will be binding unless agreed in writing by the Publisher and the Advertiser. The placing of any order using an electronic signature by an Advertiser will be deemed to be an acceptance of these conditions.

1. Credit accounts are strictly net and must be settled within 30 days of the invoice date. Advertisers opting for **payment by credit card** via emailed invoice will make **payment by return**. Each Advertiser undertakes to ensure that payment is made in full by the due date.
2. If an invoice is overdue the Publisher reserves the right to levy a surcharge of 5 per cent of the total invoice amount and to suspend publication of all future advertisements.
3. The Publisher reserves the right to recover any overdue sums (and any related costs) by means of recognised legal channels pertaining to the location of the Advertiser.
4. The Publisher reserves the right to refuse, withdraw or cancel advertisements submitted to it at its absolute discretion. In the event that the withdrawal or cancellation is the fault of the Publisher a full refund will be given in respect of that advertisement. This refund is without prejudice to any claim made by the Publisher under these Terms and Conditions.
5. The Advertiser warrants that its advertisements will comply with the British Code of Advertising and Sales Promotion and all relevant legislation and industry guidelines and do not breach any third party rights or be otherwise unlawful.
6. The Publisher will not be liable for any loss, costs, expenses or damage (whether direct or consequential) resulting from the delay or the failure of an advertisement to appear on the date(s) specified in any order, from the failure of an advertisement to appear in any specified position in any publication, from the delay or failure of any issue of a publication to appear, or from the discontinuance of any publication.
7. The Advertiser will indemnify the Publisher against any losses, costs, expenses and damage (whether direct or consequential) including without limitation, any economic loss or other loss of profits or goodwill incurred by the Publisher in connection with the advertisement as a result of a breach or alleged breach of any warranty hereunder.
8. Series discounts apply only to orders placed in advance and completed within one year of the first insertion. If the Advertiser cancels the balance of a series all unearned series discounts will be surcharged. The Publisher reserves the right to surcharge in the event of insertions not being completed within the contractual period.
9. In no circumstances does the placing of an order confer the right to renew on similar terms.
10. The Publisher reserves the right to increase advertisement rates at any time save in respect of orders already confirmed.
11. All advertisements are accepted subject to the space being available.
12. (a) Cancellations or changes in the dates of insertion must be received in writing (including email) by the Publisher from the Advertiser (or Advertiser's Agency) not less than two weeks before the date of publication.
12. (b) The Advertiser will be liable to pay in full for any advertisement published where notice is not received by the times referred to in 12 (a).
13. Where the Advertiser has booked an insert, the Advertiser will remain liable for full payment if the insert is not delivered to the Publisher at the agreed time and place for approval and insertion.

14. Should the Publisher introduce a Reader Enquiry or similar service for the benefit of its readers, the Publisher shall not be liable if it fails to pass such enquiries to the Advertiser or its agent(s).

15. Copy matter must conform strictly to the Publisher's requirements and any additional work involved may be charged for including the cost of any necessary reprographic, origination or colour processing work.

16. All advertisement material originated by the Publisher remains the Publisher's copyright.

17. Failure by the Publisher to insist upon strict performance by the Advertiser of any of these Terms and Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Advertiser under these Terms and Conditions.

18. These Terms and Conditions shall be governed and construed in accordance with the laws of England and the Publisher and Advertiser hereby agree to submit to the exclusive jurisdiction of the English courts regarding matters in relation to these Terms and Conditions.

THE PUBLISHER MAY AT ANY TIME MODIFY THESE TERMS AND CONDITIONS. ANY MODIFICATIONS WILL BECOME EFFECTIVE ON NOTIFICATION

Formal Company Information:

Carouselweb Limited

Prosecurityzone Ltd

for DefenseFile, New Materials International, ProHealthServiceZone,  
ProManufacturingZone

Registered Address: 70 Eastbrook Road, London SE3 8BT  
Company registered in England and Wales, number 07538782

Registered Address: 70 Eastbrook Road, London SE3 8BT  
Company registered in England and Wales,  
number 06602806

VAT registration number - pending

VAT registration number: GB 937 1239 19

Telephone/fax number: +44 (0)20 8333 6690

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