

FINER ***POINTS***

"The oldest magazine dedicated solely to the technology and application of superabrasives"

Advertisement policy

Following are the terms and conditions under which advertisements may be published in The Finer Points Magazine (Publisher) by Companies (Advertiser) and/or, if applicable, an advertising agency (Agency)

GENERAL ADVERTISING GUIDELINES

1. Publisher reserves the right to restrict or prohibit advertising from any Advertiser or Agency proven to demonstrate any questionable business practice or is involved in any promotional tactic not considered in adherence to the acceptable standard of good business in the USA.
2. Finer Points is a vehicle for advertisers to showcase their company, products or services. Advertising in Finer Points does not constitute a recommendation or endorsement (either direct or implied) by the Publisher of any product, service or company. The use of the Finer Point's name as reference, endorsement or promotion for any Advertiser or Agency is strictly forbidden without prior written approval of the Publisher
3. All submitted artwork must be of suitable design and quality to be visually appealing and maintain the general aesthetic appearance of the Finer Points Magazine

PAYMENTS and RATES

1. Publisher reserves the right to revise the rates set forth 30 days prior to any issue closing date.
2. Payment for advertising shall be made on or before the 25th day of the month following the invoice date for the issue (spring, summer, fall or winter) in which the advertising is published. Publisher may at its option require payment with order.
3. Advertiser and Agency shall be jointly liable for the payments of all bills and charges incurred. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute notice to Advertiser of the bill and such manner of billing shall in no way impair the joint and liabilities of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim as between Advertiser and Agency.

CONTENT LIMITATIONS & RESTRICTIONS

4. Advertiser and Agency represent and warrant that they are authorized to publish the entire contents and subject matter of the advertisements and that publication by Publisher will not

violate the personal copyright or proprietary rights of any third party or any law or governmental regulation. Advertiser and Agency will indemnify and hold Publisher, its employees and representatives harmless from and against any loss, expense, or liability (including attorney's fees) arising out of the publication or distribution of such advertising, without limitation.

5. Publisher reserves the right, at its absolute discretion and at any time, to reject any advertising copy, whether or not the same has already been acknowledged and/or previously published (**see: ADVERTISING RESTRICTIONS**). Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and Publisher may, in its sole discretion, so label such copy.

6. In the event a) Advertiser uses or pays for less advertising than that agreed upon or the Advertiser or Agency otherwise breaches the terms of this rate card, or b) if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to have published the total amount of advertising specified herein during the term of the agreement, any rate discount will be retroactively nullified and Advertiser and Agency will be charged the difference between the rates charged and the rates applicable for the volume of space actually used and paid for, in accordance with Publisher's current rate schedule. In such event, Advertiser and Agency must reimburse Publisher for the short-rate within ten days of Publisher's invoice therefore and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).

7. Publisher, at its option, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms thereof, it being specifically understood without limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. Should Publisher terminate its relationship with Advertiser and/or Agency, all charges incurred shall be immediately due and payable.

8. Any bill tendered by Publisher shall be conclusive as to the correctness of the item or items therein set forth and shall constitute an account stated unless written objection is made thereto within ten days from the rendering thereof.

9. Advertiser or Agency may not use any space for advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

10. Orders containing terms, rates or conditions or specifying position may be accepted but such terms or rates, conditions or specifications are not binding unless Publisher has specifically agreed to them in writing.

11. Interest will accrue at a rate of one and one-half percent (1.5%) per month (or such other maximum amount as is permissible by law) on all past due balances. If it becomes necessary to place with an attorney for collection any claim for funds due, then Advertiser and Agency agree to pay to Publisher a reasonable attorney's fee of twenty-five percent (25%) of the balance then unpaid.

12. Publisher does not guarantee any given level of circulation or readership.

13. Publisher's liability for failure to publish an advertisement shall not exceed a refund of or credit for Publisher's charge for such advertisement. Publisher's liability for errors by Publisher in published advertisements shall be to provide Advertiser a credit for the actual space of the error if the error is brought to Publisher's attention no later than 5 working days after the advertisement first appears, unless a proof of the advertisement was provided to or reviewed by the Advertiser or Agency, in which event Publisher shall have no liability. **IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER, AGENCY OR ANY OTHER PARTIES FOR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM ADVERTISER'S PLACEMENT OF ADVERTISING, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.**

14. Advertiser and Agency recognize that the copyright in any advertisements created by Publisher is owned by Publisher. As to all other advertisements, Advertiser and Agency agree that Publisher has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish and re-use any advertisements submitted in any form in which the advertisements may be published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with materials of others.

15. Publisher is not responsible for any inadvertent or legally compelled disclosure of advertising information.

16. All issues relating to advertising will be governed by the laws of the State of Ohio. Any action based on or alleging a breach of this rate card must be commenced in a state or federal court in the State of Ohio.

17. The foregoing terms (and the terms of the advertising agreement between Publisher and Advertiser and/or Agency, if any) shall govern the relationship between Publisher and Advertiser and Agency. Publisher has not made any representations to Advertiser or Agency that are not contained therein. Unless expressly agreed to in writing signed by Publisher, no other terms and conditions in insertion orders, copy instruction, letters, or otherwise will be binding on Publisher.

18. Contract commitments may be increased at any time to earn the advertiser a lower rate. Any rate adjustment will be limited to a maximum of 30 days prior to the new contract.

19. All advertising positions are at the option of The Finer Points Magazine and subject to prior requests, guarantees, color and mechanical capacities. The Publisher will consider all position requests. However, no adjustments, refunds or re-insertions will be made because of the position in which an advertisement has been published unless a guaranteed position premium has been paid and agreed upon by the Publisher prior to closing date.

20. All political advertisements and advertisements of political nature are cash with copy. All liquidation and going-out-of-business advertisements are cash with copy and advertisements must contain an Ohio going-out-of-business license number.

21. All advertisements related to any court settlements or class action suits must be so labeled and are payable upon submission.

22. All liquidation and going-out-of-business advertisements are cash with copy and advertisements must contain an Ohio going-out-of-business license number.

23. No space may be used or resold by the advertiser for the promotion, either directly or indirectly, of any business organization or enterprise other than one conducted by the advertiser.

24. The Finer Points Magazine reserves the right to place a one point rule around ads that are received without a border [unless prior arrangements have been made with the Advertising Sales Consultant and advertiser].