

Standard Terms of Sale for End-Clients

EE Publishers' Standard Terms of Sale are applicable to all orders placed on **EE Publishers** for any of its products or services whether ordered directly by an end-client or indirectly through an agency acting for or on behalf of an end-client or third party.

Unless agreed to and specifically confirmed in writing by a director of **EE Publishers** on a case-by case basis, no other terms or conditions of sale or purchase shall apply.

Definitions

- **"Publisher"** means **EE Publishers (Pty) Ltd**, publishers of **EngineerIT, Energize, Vector** and **PositionIT**.
- **"Publications"** means **EngineerIT, Energize, Vector** and/or **PositionIT**, and any other print or electronic media publications, including magazines, supplements, e-newsletters, e-Zines, etc., published by **EE Publishers**.
- **"End-client"** means the juristic person (individual, company or organisation) whose products, systems and/or services are being advertised in the Journals.

Terms and Conditions

1. These conditions shall apply to each advertisement and/or any advertising material booked, ordered or instructed to be placed or published in the Publications by the End-Client, either directly or by a representative.
2. The End-client advises that the specific individual(s) dealing with the Publisher in booking advertising space and placing advertising material in the Publications for the End-client is duly authorised to act for, on behalf and on the instruction of the End-client in this regard.
3. Any booking, order or copy instruction for advertising space or the placing of advertising material in the Publications by the End-client shall not be binding on the Publisher until confirmed and accepted by the Publisher in writing.
4. Once a booking, order or copy instruction for the publishing or placing of any advertising material in the Publications has been accepted by the Publisher, and the price has been notified to the End-client, the End-client or any other party shall not be entitled to amend or cancel the booking, order or copy instruction without the prior written consent and agreement of the Publisher, which consent shall not be unreasonably withheld, provided the amendment or cancellation is made in writing before the relevant advertising booking deadline.
5. No booking, order or copy instruction received from the End-client by the Publisher for advertising space or the placing of advertising material in the Publications may be transferred to any other third party, and in particular to an advertising agency who may qualify for different price structures, settlement discounts or terms of payment, without the prior written consent and agreement of the Publisher.

6. Cancellations or amendments before the relevant advertising booking deadline that result in a change in the relevant insertion quantity price breaks applicable (i.e. 1 – 2 insertions, 3 – 5 insertions, 6 – 11 insertions, 12+ insertions), will incur a surcharge on the prices of those advertisements actually booked/taken up, equivalent to the difference between the original quantity rate applicable, and the quantity rate applicable to the revised quantity booked/taken up after cancellation or amendment.
7. The responsibility for checking, approving, issuing and collection of advertising material sent to the Publisher for publishing or placing in the Publications remains with the End-client, who will have no recourse to the Publisher in the event of discrepancies, errors and/or poor quality of the advertising material issued. Any advertising material issued to the Publisher is done and remains entirely at the risk of the End-client.
8. The Publisher shall not be liable for any error in the published or inserted advertising material, except in those circumstances where the End-client can prove that such error is solely due to the negligence of the Publisher.
9. The maximum remedy of the End-client for such error shall be the placement of the advertising material in a subsequent issue of the Publication by the Publisher, at no cost to the End-client.
10. The Publisher shall use its best endeavours to ensure that advertising material is placed in the relevant issue of the Publication required by the End-client as indicated on their order forms or copy instructions, for publication on the notified date.
11. However, the Publisher shall not be liable to the End-client or any third party for any consequential loss or damage caused by any delay in the publication of the Publication or advertising material.
12. Whilst reasonable efforts will be made by the Publisher to accommodate requests or requirements by the End-client for special positions for advertisements published or advertising material placed in the Publications, including such requirements stated on the End-client's order forms or copy instructions, these shall not be taken as guaranteed or binding on the Publisher unless specifically agreed to and confirmed by the Publisher in writing on a case-by-case basis. These special positions include (but are not limited to) inside or outside front or back cover, centre position, right hand side page, or within a specified section, position or order within a Publication. Such guaranteed special positions are always subject to availability, layout and other constraints in the Publication, and a specific quotation with a price premium above the Publisher's standard advertising rates.
13. Although reasonable efforts will be made by the Publisher to accommodate such requests (above), failure to accommodate these requests or requirements in the published Publication shall not be accepted as a valid reason for delayed payment to or non-payment of the Publisher by the End-client unless the advertisement has specifically been guaranteed a special position by the Publisher by way of a specific quotation (with a price premium) that has been agreed to and/or confirmed by the Publisher in writing prior to the applicable advertising booking deadline.
14. A credit account with the Publisher may be opened on application by the End-client.

15. Applications are subject to normal credit control procedures and may be granted, refused or terminated at the sole discretion of the Publisher. The CTICC must be notified of the intention to terminate and provide with reason for this prior.
16. Credit is granted by the Publisher subject to acceptance by the End-client of the Publisher's Standard Trading Conditions and Terms of Payment (this document).
17. If credit has been granted to the End-client, and an account with the Publisher has been opened in terms of the Publisher's normal credit control procedures, then payment for advertising material published or placed in the Publications by the End-client shall be within 30 days from the end of the month in which the Publisher's invoice is dated (this being on or shortly after the date of publication of the relevant Publication).
18. The amounts invoiced by the Publisher on the End-client are strictly net with no trade or settlements applicable.
19. Payments to the Publisher shall be made either by direct deposit or electronic transfer into the Publisher's bank account, or by cheque or in cash at the Publisher's premises, on or before the payment due date.
20. The onus is on the End-client to ensure payment is received into the Publisher's bank account or at the Publisher's premises on or before the due date. Postal Collections of cheques will only be made by the Publisher in exceptional circumstances if specifically arranged with and agreed to by the Publisher in writing on a case-by-case basis.
21. If the End-client has a problem or query with respect to any invoice from the Publisher, or has any intention to delay payment of any invoice beyond the due date for any reason whatsoever, then the End-client shall formally bring the matter to the attention of the Publisher in writing on date of the receipt of invoice, so that the query and/or any alleged problem, error or non-performance can be properly investigated, addressed and resolved between the parties.
22. It is specifically recorded here that the publishing of an advertisement or the placing of advertising material in the Publications by the End-client does not guarantee the publication of any article, or any company, project or product or other news item. Only paid content bearing the word "Advertorial" is guaranteed publication in the Journal(s) in the same way as an advertisement.
23. The due date for payment(s) by the End-client to the Publisher for advertisements published or advertising material placed in the Publications on behalf of the Principal shall not be dependent on whether or when the End-client in turn receives payment from any other party.
24. Interest at the prime overdraft rate charged by ABSA Bank plus 2% shall be chargeable on all overdue accounts, calculated from the due date to the actual date of payment of the account, both days inclusive.
25. In operating a credit account with the Publisher, the End-client confirms they are fully aware of and have a copy of these Standard Trading Conditions and Terms of Payment of the Publisher on record.