



THORACIC SURGERY NEWS

THE OFFICIAL NEWSPAPER OF THE AMERICAN ASSOCIATION FOR THORACIC SURGERY

2010 RATE CARD

EFFECTIVE JANUARY 1, 2010

ELSEVIER SOCIETY NEWS GROUP

Advertising Sales Office
60 Columbia Road, Building B
Morristown, NJ 07960-4526
Tel: 973-290-8200
Fax: 973-290-8250

Editorial and Production Office
5635 Fishers Lane, Suite 6000
Rockville, MD 20852
Tel: 240-221-4500

DISPLAY ADVERTISING SALES

Betty Ann Gilchrist
The Gilchrist Group
65 Sherman Turnpike
Redding, CT 06896
Tel: 203-938-3156
Fax: 203-938-3570
bettyann@gilchristmedia.com

RECRUITMENT AND CLASSIFIED ADVERTISING SALES

Robert Zwick
Classified Sales Manager
Tel: 973-290-8226
r.zwick@elsevier.com

EDITORIAL STAFF

Mary Jo M. Dales
Executive Director, Editorial
Tel: 240-221-2470
m.dales@elsevier.com

Kathy Scarbeck
Executive Editor
Tel: 240-221-2450
k.scarbeck@elsevier.com

Mark Lesney
Publication Editor
Tel: 240-221-2435
m.lesney@elsevier.com

PUBLISHING STAFF

Alan J. Imhoff
President, Elsevier/IMNG
Tel: 973-290-8216
a.imhoff@elsevier.com

Mark Branca
Director, ESNG
Tel: 973-290-8246
m.branca@elsevier.com

PRODUCTION

Yvonne Evans
Director, Manufacturing
and Production
Tel: 240-221-2410
y.evans@elsevier.com

Judi Sheffer
Manager, Production
Tel: 240-221-2412
j.sheffer@elsevier.com

Anthony S. Draper
Production Specialist
Tel: 240-221-2419
a.draper@elsevier.com

CIRCULATION

Barbara Cavallaro
Circulation Analyst
Tel: 973-290-8253
b.cavallaro@elsevier.com



ELSEVIER
SOCIETY
NEWS GROUP

GENERAL INFORMATION

Published by Elsevier Society News Group (ESNG), division of Elsevier/International Medical News Group (IMNG)

ISSUANCE

10 times per year

ESTABLISHED

2005

ORGANIZATIONAL AFFILIATION

American Association for Thoracic Surgery

AVERAGE ISSUE CIRCULATION

5,500

COVERAGE & MARKET

Thoracic surgeons including all members of the American Association for Thoracic Surgery.

CIRCULATION VERIFICATION

Sworn; BPA Worldwide

EDITORIAL

Thoracic Surgery News, the official newspaper of the American Association for Thoracic Surgery, provides news dealing with the critical issues facing thoracic surgeons. Editorial content includes meeting coverage, expert commentary, clinical trial results, updates on new devices and surgical equipment as well as reporting on the business and politics of thoracic surgery.

EDITORIAL-ADVERTISING RATIO

55% editorial/45% advertising

CONTRACTS AND INSERTION ORDERS

Send all contract and insertion orders to:

Thoracic Surgery News
Elsevier Society News Group
60 Columbia Road, Building B
Morristown, NJ 07960
Attn: Joan Friedman
Tel: 973-290-8211
Fax: 973-290-8250
j.friedman@elsevier.com

SPACE CANCELLATIONS

Notification in writing of space cancellations must be received by space close deadline. Cover positions are noncancelable.

If space is cancelled after the deadline or ad materials are received after due date, the advertiser will be charged for the insertion.

CONTRACT AND COPY REGULATIONS

- a. All contracts and contents of advertisements are subject to the approval of the Publisher. The Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment.
- b. Publisher reserves the right to put the word "Advertisement" on advertising which, in the Publisher's opinion, resembles editorial material.
- c. Publisher guarantees uniform rates and discount to all advertisers using same amount and kind of space. No exceptions to published rates.
- d. Only insertions of a parent company and its subsidiaries are combined to determine earned rate.
- e. Rates are subject to change with 90 days notice. Contracts accepted with the understanding that rates will be guaranteed up to three months beyond last issue closed. In the event of a rate increase, contracts may be terminated without penalty of short rate.
- f. After firm space commitment has been made, extensions will be given for reproduction materials. If ad copy is not provided by closing date, Publisher reserves the right to repeat a former ad

AGENCY COMMISSION, CREDIT AND DISCOUNT TERMS

- a. Agency commission: 15% on all ads.
- b. Agency is responsible for payment of all advertising ordered and published. If payment is defaulted, Publisher shall have the right to hold the advertiser and the advertising agency jointly and severally liable for such monies due for contracted and published ad space.
- c. 15% agency commission subject to withdrawal on accounts not paid within 60 days of invoice notice.

POLICY ON PLACEMENT OF ADVERTISING

Interspersed

2010 ISSUE AND CLOSING DATES

Issue Dates	Space Close	Materials Due
January	November 23, 2009	December 3, 2009
February	January 7, 2010	January 14, 2010
March	February 4	February 11
April	March 12	March 19
May	April 9	April 16
June	May 6	May 13
July/August	June 9	June 16
September	August 11	August 18
October	September 9	September 15
November/December	October 8	October 15

ADVERTISING RATES

BLACK-AND-WHITE RATES

	1x	3x	6x	12x	24x	36x	48x	72x
King Page	\$2,580	\$2,470	\$2,400	\$2,350	\$2,255	\$ 2,175	\$ 2,080	\$1,985
3/4 Page	2,365	2,255	2,150	2,050	1,955	1,875	1,790	1,710
Island Page	2,170	2,075	1,995	1,895	1,815	1,755	1,690	1,600
1/2 Page	1,885	1,805	1,740	1,645	1,565	1,490	1,420	1,350
1/4 Page	1,125	1,085	1,065	1,050	1,025	1,025	1,025	1,025

COLOR RATES (In addition to Black-and-White Rates.)

Standard Color	\$ 1,015
Matched Color	1,140
Metallic (In addition to color rates)	150
Four Color	1,850
Five Color	2,840

SPECIAL POSITIONS

Page 3 – Earned king rate + 30% (plus color)
Fourth Cover – Earned king rate + 60% (plus color)
Center Spread – Earned king rate + 25% (plus color)
Please consult sales representative for additional special positions.

INSERTS

	1x	3x	6x	12x	24x	36x	48x	72x
2-Pg A-size	\$4,470	\$4,275	\$4,110	\$3,905	\$3,740	\$3,615	\$3,480	\$3,295
2-Pg A-size	5,315	5,090	4,945	4,840	4,645	4,480	4,285	4,090
4-Pg A-size	8,940	8,550	8,220	7,805	7,480	7,230	6,965	6,590
4-Pg King	10,630	10,175	9,890	9,680	9,290	8,960	8,570	8,180
6-Pg A-size	13,410	12,825	12,330	11,710	11,215	10,845	10,445	9,890
6-Pg King	15,945	15,265	14,830	14,525	13,935	13,440	12,855	12,265
8-Pg A-size	17,880	17,100	16,440	15,615	14,955	14,460	13,925	13,185
8-Pg King	21,260	20,355	19,775	19,365	18,580	17,920	17,140	16,355

CORPORATE DISCOUNTS

- a. **Earned Frequency:** In 2010 a parent company and its subsidiaries may select one of two options to determine earned frequency rate in *Thoracic Surgery News*. When the number of units is greater or less than indicated by contract, rates will be adjusted accordingly.
- **Option #1:** Rates are based on advertising in *Thoracic Surgery News* and *The Journal of Thoracic & Cardiovascular Surgery* within 2010 and are determined by the total number of units earned. Each insert, ROB and fractional page count as one unit. Space purchased by a parent company and its subsidiaries is combined to determine rate.
 - **Option #2:** Earned frequency can be calculated for *Thoracic Surgery News* by determining the number of units placed in all ESNG and International Medical News Group newspapers and Elsevier Oncology publications to provide maximum frequency discounts to advertisers regardless of size.

b. **Corporate Advertising Volume Discount:** IMNG and Elsevier Society News Group newspapers and Elsevier Oncology publications are offering a volume corporate discount for 2010. The discount level is based on either the company's promotional spend level in 2009 or projected promotional spend level for 2010. Eligibility is based on gross dollars and will be earned on first dollar spent. The corporate discount will be subject to adjustment at year-end if company's spend level earns next discount level.

The scale of the discount is as follows:

Gross Dollars	Percentage Discount
\$300,000	0.5%
500,000	1%
750,000	1.5%
1,000,000	2%
1,500,000	3%
2,000,000	4%
3,000,000	5%
4,000,000	6%
5,000,000	7%

- c. **Simplified Incentive Program:** Advertisers whose total advertising spend level is \$1,750,000 or above may choose to take advantage of the Simplified Incentive Program (SIP). SIP is a percentage discount calculated individually for each advertiser and is in lieu of all other incentive programs for 2010, including Continuity, King-Four Plus, Double Impact, Prepayment, New Product Launch and Corporate Volume Discount programs. All combination rates are still applicable. Certain frequency levels must be reached for advertisers choosing the SIP.

ADVERTISING INCENTIVE PROGRAMS

NEW PRODUCT LAUNCH PROGRAM

Place your new product launch unit in four (4) consecutive issues of *Thoracic Surgery News* and receive 50% off the space and color charges of your fourth (4th) insertion. Only new products and line extensions are eligible for this program. Pre-launch ad units are not eligible. Launch ad unit must be same size for all four insertions. Discounted ad unit counts towards frequency. All IMNG combination discounts apply. Launch Program may not be combined with Continuity Program. Premium position charges do not qualify for 50% discount.

CONTINUITY DISCOUNT PROGRAM

Please select one program. (Programs cannot be combined.)

- Run six (6) insertions for the same product in *Thoracic Surgery News* during 2010 and receive 50% off your 7th insertion. Ad unit size must be identical for all seven insertions. Premium position charges do not qualify for 50% discount.
- Run eleven (11) insertions for the same product in *Thoracic Surgery News* during 2010 and receive the 12th insertion at no charge. Varying ad unit sizes will be averaged to determine free ad unit. Premium position charges still applicable on free ads. Free ads do not count towards earned frequency.
- Run twelve (12) insertions for the same product in *Thoracic Surgery News* during 2010 and deduct 8.3% off each insertion throughout the year

DOUBLE IMPACT PROGRAM

Run two (2) insertions for the same product in the same issue of *Thoracic Surgery News* and the second advertising unit is discounted 30% off earned black-and-white rate. When ad units differ in size, the 30% discount is applied to the smaller ad unit. Full color charges apply on both ads, no position guarantees.

KING-FOUR PLUS PROGRAM

Any four-page or larger A-size ad unit (insert or ROB) is eligible to be converted to four or more king-size ROB pages. Rates apply to any four-page or larger king ROB unit. Four color charges included. Five color additional charge. Refer to specifications for production requirements.

King-Four Plus	1x	6x	12x	24x
King 4-Page	\$14,230	\$13,530	\$13,130	\$12,810
King 6-Page	20,420	19,370	18,770	18,290
King 8-Page	26,610	25,210	24,410	23,770
King-Four Plus	36x	48x	72x	
King 4-Page	\$12,570	\$12,310	\$11,950	
King 6-Page	17,930	17,540	17,000	
King 8-Page	23,290	22,770	22,050	

COVER TIPS

- Cost if IMNG/ESNG prints your creative provided to specifications (one-sided, 4-color): \$13,000 net.
- Cost if cover tips provided to IMNG/ESNG already printed: \$9,000 net.
- Issue polybagged to protect cover tip.
- Corporate discounts apply.
- Cost is non-commissionable.

SPACE RESERVATIONS

Available on a first-come, first-serve basis. Please consult your sales representative.

COVER TIP SPECIFICATIONS

Final Trim: 10" x 6"

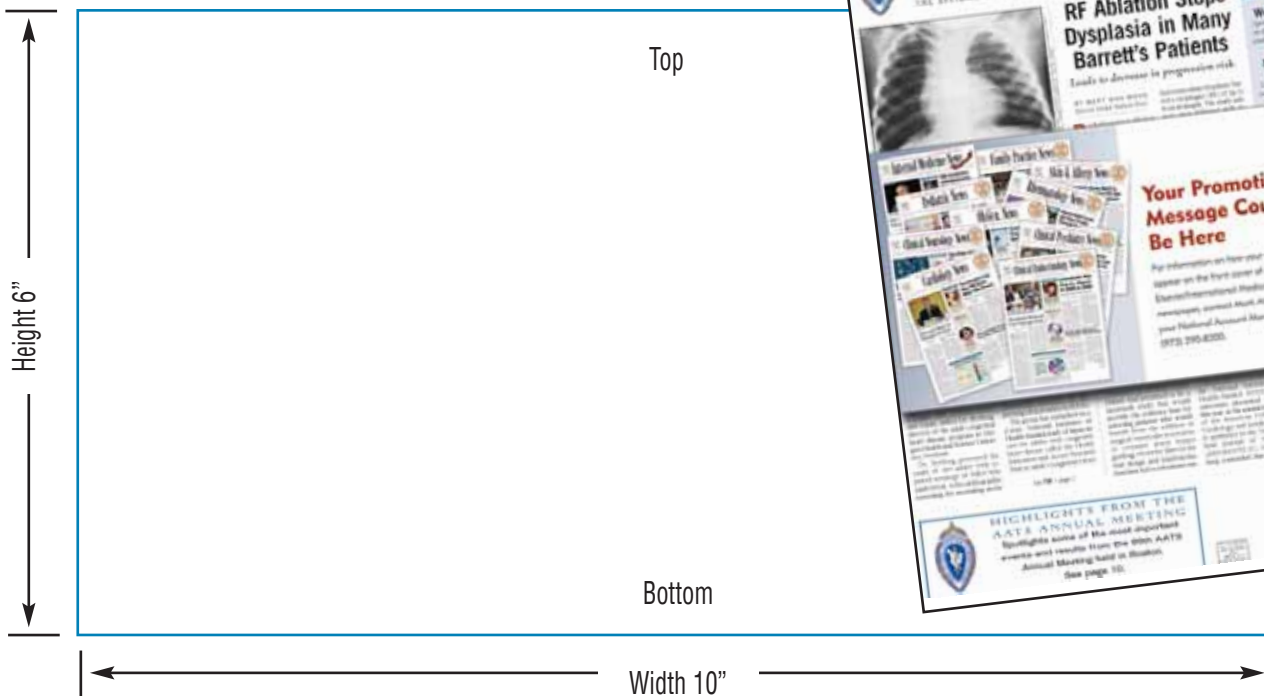
Bleed: 10 1/4" x 6 1/4" (1/8" bleed on all four sides)

Live Area: 9 1/2" x 5 1/2" (1/4" on all four sides)

Stock: 80# Coated

Ink: CMYK

Quantity: As specified in contract.



Note: Specifications not drawn to actual size

SHIPPING INSTRUCTIONS

- a. If IMNG/ESNG handles the printing, deliver electronic files and color proofs to:

Thoracic Surgery News
5635 Fishers Lane, Suite 6000
Rockville, MD 20850
Attn: Production Department
Tel: 240-221-2419

Please indicate the four sides (top, bottom, etc.) of the cover tips on the color proof.

- b. Client supplied printed cover tips deliver to:

Publishers Press
13487 South Preston Highway
Lebanon Junction, KY 40150
Attn: Tammy Baugh

Please ship cover tips by:

- Publication name
- Issue date

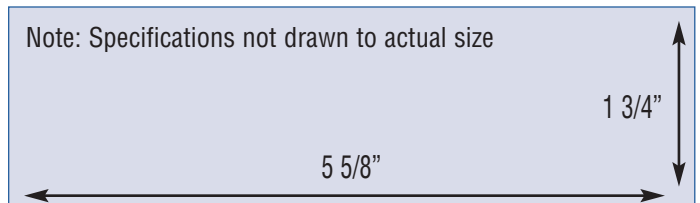


FRONT COVER BANNER AD

- Advertisement runs on the lower left-hand corner of the cover
- Cost: \$6,000 net.
- Corporate discount applies.

SPECIFICATIONS

Note: Specifications not drawn to actual size



BUSINESS REPLY MAIL CARDS

Business reply mail cards (BRMs) will be accepted on a space-available basis. BRM Cost = Earned frequency rate of ROB island page + 20%. Please consult Production Department for specifications, as BRM cards must be approved by Production Department for compliance with bindery requirements (submit 5 samples or comp). Client is strongly advised to get approval of BRM cards from the USPS Business Center.

MARKET COMBINATION DISCOUNT PROGRAM

Combination discounts are available for advertisers placing insertions for the same product during the same month in ESNG and/or International Medical News Group newspapers.

Please refer to the 2010 Combination Rate Card, which can be found on www.imng.com, for combination rates.

BONUS DISTRIBUTION

- January Issue: Society of Thoracic Surgeons, Ft. Lauderdale, FL; January 25-27, 2010
- April Issue: American Association for Thoracic Surgery, Toronto, ON, Canada; May 1-5, 2010

PRINTING

Thoracic Surgery News is printed offset in a tabloid news format. Black-and-white, two-, three-, four-, and five-color advertisements are accepted.

BINDING

Saddle Stitch

FULL BLEEDS

Bleed Size: 10 3/4" x 14 1/4"

Trim Size: 10 1/2" x 14"

Keep live matter 1/2" from all trim edges.

RUN-OF-BOOK REPRODUCTION REQUIREMENTS

Black-and-white or Color Advertisements

- PDFs required.
- Ads are accepted via FTP.
- Digital files will not be altered. All files must be 100%.
- CT files must be 300 DPI (Res. 12) and LW files must be 2032 (Res. 80).
- Trapping must be included in file.
- Images/scans, fonts, logos and artwork must be included.
- All images must be CMYK (RGB images cannot be processed).

Call Anthony Draper at 240-221-2419 for FTP instructions or e-mail at a.draper@elsevier.com.

Color Proofs

Provide a digital proof with color bars.

Publisher accepts:

- DDCP (Kodak Approval, Screen True Rite, Optronics Intelliproof)
- High-End Ink Jet (Scitex Iris, DuPont Waterproof, Fujiproof)
- Dye Sub (Imation Rainbow, Tektronix Phaser, Kodak 9000)
- Color laser proofs are not accepted as color guidance.
- Proofs must be provided at 100% size.

INSERT REQUIREMENTS

Publisher accepts both full king-size and A-size (minimum size: 8" x 11") inserts. Inserts not meeting mechanical specifications are subject to a surcharge. Publisher requires pre-clearance of all inserts by submission of sample paper stock or paper dummy when insert is not standard.

INSERT SPECIFICATIONS

Maximum Paper Weight: 80 lb. text coated or matte for two-page (single leaf) and four-page inserts (double leaf). For larger inserts, please contact Production Department.

Multiple leaf inserts must be furnished folded; 8" x 11" insert must be furnished at final size. No portion will trim with publication.

Quantity: Please contact Production Department.

Size Requirements:

- Full king-size: 10 1/2" x 14" trim
- Minimum insert size: 8" x 11"

DISPOSITION OF MATERIALS

Files are held one year and then destroyed, unless instructed otherwise in writing. Unused inserts will be destroyed nine (9) months from delivery date. Please contact Production Department for extension.

POLYBAGGING GUIDELINES

Polybagging is available for advertising outserts with all IMNG/ESNG publications. All incur either Ride-Along, Standard A or Periodical postal rates. Consult www.imng.com for complete guidelines.

ADVERTISING PRODUCTION CONTACT

Anthony S. Draper

Production Manager

Tel: 240-221-2419

Fax: 240-221-2543

a.draper@elsevier.com

ADVERTISER SHIPPING INSTRUCTIONS

DIGITAL FILES AND PROOFS

Thoracic Surgery News

Elsevier Society News Group
5635 Fishers Lane, Suite 6000
Rockville, MD 20852
Attn: Advertising Production

Please provide the following with your media:

- Publication name and issue date
- Advertiser, product and agency name
- Contact name and phone number
- Directory of disk or CD

INSERTS

Ship to:

Thoracic Surgery News

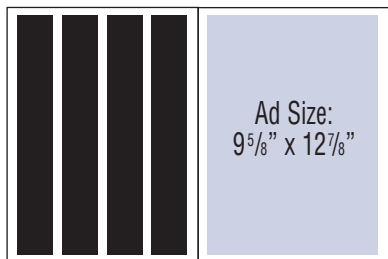
c/o Publishers Press
13487 South Preston Highway
Lebanon Junction, KY 40150
Attn: Tammy Baugh

Please ship inserts:

- By publication and issue date.
- Do not combine multiple issue dates on the same skid.

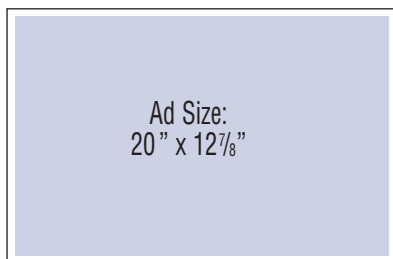
SPECIFICATIONS

King-size Page



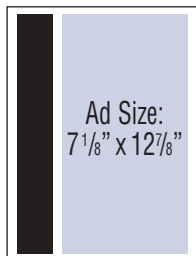
Bleed Size: 10³/₄" x 14¹/₄"
Trim Size: 10¹/₂" x 14"

King-size Spread

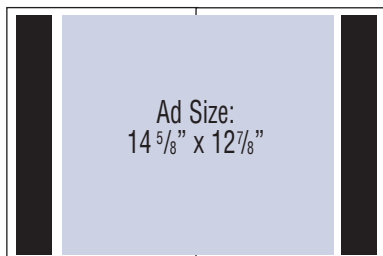


Bleed Size: 21 1/4" x 14¹/₄"
Trim Size: 21" x 14"

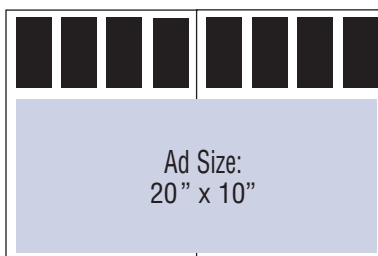
3/4 Vertical Page



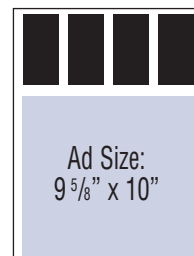
3/4 Vertical Spread



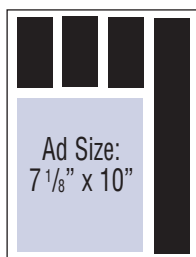
3/4 Horizontal Spread



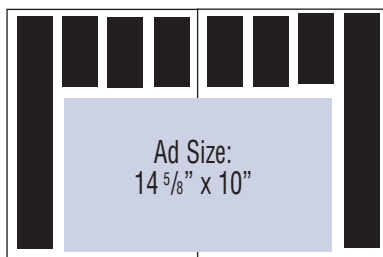
3/4 Horizontal Page



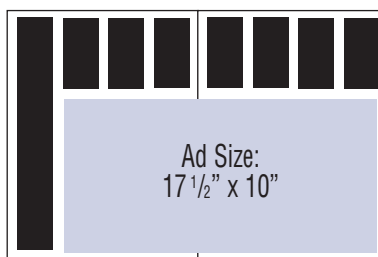
Island Page



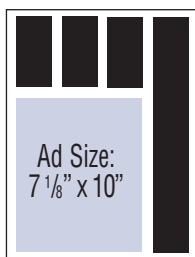
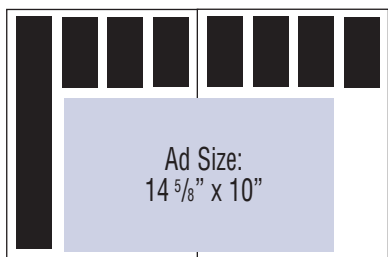
Island Spread



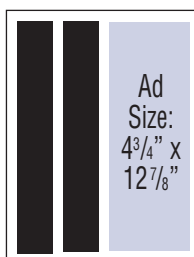
Island Page + 3/4 Page Horizontal



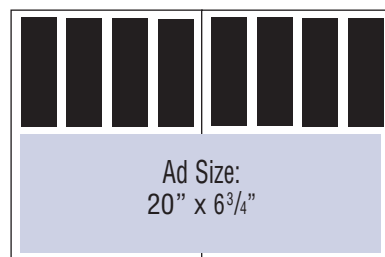
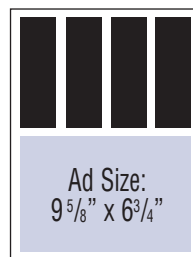
Island Spread + Island Page



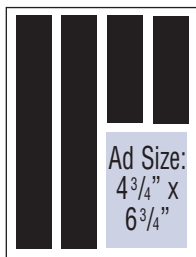
1/2 Vertical Page



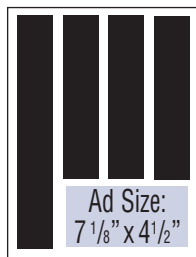
1/2 Horizontal Page 1/2 Horizontal Spread



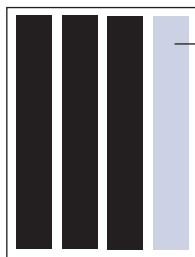
1/4 Vertical Page



1/4 Horizontal Page



1/4 Page Column



ELSEVIER TERMS AND CONDITIONS OF SUPPLY

1. APPLICABILITY

1.1 These terms and conditions shall apply to all offers, proposals and agreements made between Elsevier and any third party or its agent ("the Client") relating to the products and/or services of Elsevier ("the Products and/or Services") and, along with the relevant Elsevier order acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC 'Elsevier' shall mean the company within the Elsevier group that is providing the Products or Services as set out on the Elsevier order acknowledgement or invoice. Where general terms and conditions of business are proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for fraudulent misrepresentation. Where Products are sold to the Client that contain third party product or software such a sale may be subject to additional license terms.

2. OFFER AND ACCEPTANCE / DESCRIPTION

Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Elsevier or (if earlier) Elsevier delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to availability. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing Products or Services from Elsevier for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity. Elsevier shall use commercially reasonable efforts to comply with descriptions of the Products and Services agreed by both parties in the relevant order, including such things as format, printing processes, technical design, size and kind of address file, weights and the like. All drawings, descriptive matter, specifications and advertising issued by Elsevier and any descriptions or illustrations contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products and Services described in them. They will not form part of the TC. Publishing errors, including, but not limited to, typographical errors, having no significant effect on the editorial content or design characteristics of the Products and Services, cannot be considered a reason for rejecting delivery or, as the case may be, modifying the agreed price.

3. EXECUTION AND MODIFICATION OF THE ORDER

Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion. If, at the request of the Client, Elsevier renders additional Services in connection with the performance of the TC, Elsevier shall act in the name of, and at the risk of, the Client. Any dates specified by Elsevier for delivery/performance of the Products and Services are intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.

4. RATES AND PRICES

Unless otherwise agreed by Elsevier in writing the price/rates for the Products and Services shall be those set out in Elsevier's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Client shall provide to Elsevier Client's VAT registration number at the time of placing its order.

5. PAYMENT

Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Elsevier may set and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credit limit. Legal and beneficial title in any tangible Products supplied by Elsevier to the Client shall remain with Elsevier until Elsevier has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Elsevier from the Client on any account. For the avoidance of doubt no intellectual property rights in any Elsevier Products shall transfer to the Client. Products shall be at the Client's risk as from delivery. The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Elsevier to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 1% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Elsevier. If the Client wishes to dispute any invoice (or part), the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Elsevier in writing. The Client shall remain liable for any undisputed part of such invoice. Elsevier shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Elsevier for any other Product or Service under any other order, Elsevier reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Elsevier.

6. INTELLECTUAL PROPERTY

Copyright and other intellectual property rights in all Elsevier proposals, publications and other Products and Services shall remain with Elsevier unless agreed otherwise in writing. The rights granted by Elsevier are restricted to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written permission of Elsevier. The rights granted by Elsevier are non-exclusive and for the purpose expressly agreed upon. Any other use shall require the prior written permission of Elsevier. The Client shall not acquire any intellectual property rights in the Products. No part of the Elsevier proposals, publications or Products may be stored in any automated data file and/or reproduced, whether electronically, mechanically, by photocopying, recording or in any other manner or form, without the specific prior written permission of Elsevier.

7. LIABILITY AND CLAIMS

TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS (i) Elsevier shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kind imposed on Elsevier by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by the Client and Elsevier at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Elsevier; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR DEATH OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS

FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE. ELSEVIER'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge that the liability of Elsevier is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

8. FORCE MAJEURE

If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

9. ADVERTISING & REPRINTS

Client is solely responsible for ensuring proposed advertising copy is received at Elsevier in electronic form (or such other form as specified by Elsevier) and within the relevant deadline set by Elsevier (the "Closing Date"). Where copy is received late or not at all, although Elsevier will endeavour to do so, Elsevier may not be able to arrange for such copy to be published on the agreed date or for the agreed period. Payment for the campaign will however be required in full. When change of copy is not received before the Closing Date, copy run in previous issue may be inserted. Client shall retain a complete copy of all materials delivered to Elsevier. Elsevier shall take reasonable care but shall not be liable for accidental loss or damage thereto. Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other content (the "Advertising Content"). Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content will not violate any civil or criminal laws, rules or regulations or industry codes or any rights of any third parties including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (iii) Advertising Content complies with any applicable laws, rules, industry codes, regulations and generally prevailing custom and practice. Client agrees to indemnify Elsevier and to hold Elsevier harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Elsevier, arising out of or related to the Advertising Content or Client's breach or alleged breach of any of the foregoing representations and warranties. Elsevier reserves the right to reject any advertising and/or promotions that are not consistent with Elsevier's standards. In addition, Elsevier shall have the right, at any time, to remove any of Client's advertising and/or terminate this TC if Elsevier determines, in its sole discretion, that the Advertising Content or any portion or publishing thereof (1) violate Elsevier's then applicable advertising policy; (2) violate any law, rule or regulation or industry code or if Elsevier is directed to do so by any law enforcement agency, court or government agency; (3) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights or (4) are otherwise objectionable to Elsevier. In such event, Elsevier may either (i) publish alternative Advertising Content in consultation with the Client or (ii) refund to Client a pro rata portion of the fee which Client has paid to Elsevier for display of the Advertising Content (if Client has paid Elsevier a flat fee). Elsevier will not be liable for the timely appearance or accuracy of any advertisement supplied by the Client. Elsevier may terminate this TC at any time in the event of a breach of this TC by Client. Orders must specify a definite schedule of insertions, issues and sizes of space for a specific advertiser. Two or more advertisers are not permitted to use space under the same order. No advertising orders will be accepted for periods longer than one year. Where an order for a series of advertisements has been given a discounted rate for volume by Elsevier, and the Client does not order the quoted volume, Elsevier shall be entitled to re-calculate the price for the actual volume at the end of the applicable year at a reduced discount and the Client shall pay any additional amount found owing. If the Client orders in excess of the quoted volume, Elsevier shall return to the Client any amount overpaid by the Client. Orders specifying positions are accepted subject to the right of Elsevier to determine actual positions. If Elsevier considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client will have the right to cancel the order for that advertisement, if the alterations requested are unacceptable, unless such changes are due to an event of force majeure. Elsevier can only supply reprints of unpublished material and shall be entitled to reject any order for reprints of material that has not been published.

10. CANCELLATIONS & RETURNS

Without prejudice to any rights the Client may have under statute as a consumer, if the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Elsevier. Orders for advertisements must be cancelled in writing prior to the relevant ad space closing date, but in the event that any cancellations are made after such date, Elsevier shall be entitled to charge the full cost of the advertisement. Any returns of book products shall be subject to the relevant Elsevier company's return policy applicable to the product at the time of the return. Details of such policies will be provided to the Client upon request. Reprints cannot be returned once they have been printed.

11. GENERAL

The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the corporate domicile of the Elsevier company which is providing the Products or Services. The parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile. The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.