

## **GENERAL TERMS & CONDITIONS OF SALES AND SERVICES**

### **Print and online Advertisings**

#### **1. Features of the Services**

The client confirms having taken full cognisance of the terms and conditions applicable for all offers available through EuroIntervention (Print, iPad & Web editions), and PCROnline.

The act of placing an order implies full acceptance of the specific terms for each bid, which the client declares having accepted in full knowledge of the facts.

#### **2. Orders and Payment**

Orders are final and irreversible upon reception of the order form or the client purchase order.

The amount of the order is to be paid upon reception of the invoice.

However, in specific and limited cases, we agree payment in several instalments.

Company details :

EUROPA ORGANISATION  
19 ALLEES JEAN JAURES  
BP 61508  
31015 TOULOUSE CEDEX 6 -  
France

Company Reg No: B342 066 727 RCS TOULOUSE

VAT Number: FR 42 342 066 727

#### **3. Allocation of Advertising Spaces**

The allocation of advertising space is done according to availability and on a "first come, first served" basis.

In the print edition of EuroIntervention journal, Europa Digital & Publishing reserves itself the right to place standard inner pages according to the journal layout requirements.

All yearly packages are indivisible and unchangeable.

#### **4. Cancellation policy:**

##### **a. E-mailing campaigns**

Cancellation up to 1 week before the release: 50% refund.

No refunds will be made for later cancellations.

Moving a date may be possible at no cost if announced at least 2 weeks ahead of the release date.

Deadline to send your files: 3 workdays prior to the scheduled date, 7:00 AM GMT.

Lateness: an additional €1,000 will be charged systematically for files received behind time.

If the files are not received at 7:00 AM GMT on the release day, the emailing campaign is cancelled without the possibility of a refund and without the possibility to move the date.

##### **b. For all other offers**

50% refund for cancellations received up to 1 month ahead the deadline for artwork reception and 1 month ahead the course for video recording (session webcast).

No refunds will be made for later cancellations

#### **5. Advert Submissions**

Material must be submitted to Europa Digital & Publishing on the dates and in the format communicated to the client. Deadline for artwork submission can be reviewed on [www.pcronline.com/eurointervention/mediapack](http://www.pcronline.com/eurointervention/mediapack).

Deadlines must be respected to allow any possible adjustments.

Europa Digital & Publishing reserves the right not to fulfil any order, which does not follow these provisions closely and the client stands to forfeit the amounts paid in case of failure to properly submit content to Europa Digital & Publishing.

## **6. Responsibility relative to contents**

The content of advertising inserts will be published / distributed / uploaded under the clients' sole responsibility. The client declares and guarantees that he is in possession of all rights of representation, reproduction and distribution of the text elements and visuals that appear, and that the published and/or uploaded contents comply with his national legislation as well as the French legislation, so that Europa Digital & Publishing does not bear responsibility.

In case of a claim by a third party or a measure taken by the authorities based on the content, the client undertakes to ensure and compensate Europa Digital & Publishing for any damageable consequence to which it may be subjected and to compensate it for any amount that may be charged, as well as for any fees that it may need to pay in order to defend itself against a third party.

Europa Digital & Publishing reserves the right not to publish / upload any inserts that it believes involves a risk of responsibility. In such case, and provided the client has complied with all the time limits for submission and approval of contents, the cost of the insert shall be returned to the client, who may not claim any other compensation.

## **7. Europa Digital & Publishing's liability**

While Europa Digital & Publishing undertakes to make its best efforts to avoid any technical failure at the time of publication, the client is aware that Europa Digital & Publishing is liable only for its best efforts and that liability cannot be attributed to it, except in the event of a serious and damageable misconduct. In this case, Europa Digital & Publishing's responsibility will be wholly limited to the amount paid by the client for the insertion, as agreed by the client. If a compensable error was corrected during the dissemination period, the maximum amount payable will be prorated by the number of issues that had appeared before the correction of the error.

## **8. Regulation of this Agreement**

Neither party shall be liable to the other for any default due to any act of Force Majeure including any Act of God, threatened war, terrorism or threats of terrorism, war, fire, flood, drought, earthquake, health pandemic, epidemic, telecommunication failure or other event beyond the reasonable control of either party.

You may not assign any rights or obligations owned to us under this agreement without Our prior written consent. The Buyer acknowledges that Our publications are accessible throughout the world and will not be limited to a particular sector of persons and may be accessible to any member of the public worldwide.

These terms and conditions shall constitute the entire agreement between You and Us and shall supersede all prior understandings, commitments and undertakings that either of us may have given. Except as expressly provided in these terms and conditions, no provision shall confer any right on any third party.

If any provisions of these terms and conditions shall be invalid or unenforceable, and shall not affect any other provision which shall remain in full force and effect.

These terms and conditions are governed by French Law. We agree that the French Courts shall have exclusive jurisdiction (subject to the following sentence) to settle any dispute which may arise out of these terms and conditions and submit all disputes to the jurisdiction of these courts. However, the publisher shall retain the right to bring proceedings in the courts of the country (or State) of the Buyers place of business.