

# ASNT Policies and Procedures

## GENERAL CONDITIONS

All advertising orders that are accepted by ASNT are accepted subject to these terms and conditions, which are a part of the ASNT Media Planner. The Media Planner and these terms and conditions represent the entire and complete agreement among ASNT, the advertiser, and authorized advertising agency (if any). No additional or conflicting conditions, printed or otherwise, appearing on contracts, insertion orders, or copy instructions shall be binding on ASNT. Rates and these terms and conditions are subject to change upon 30 days' written notice.

## PAYMENT TERMS

1. Normal payment is 30 days net. Advertisers will be invoiced at the time of publication. Invoices paid within 10 days of receipt qualify for a 2% discount. Payment must be in US dollars drawn on a US bank. No advertising will be accepted from an account that is more than 60 days overdue. Two copies of each page containing the advertiser's advertisement shall accompany each invoice. Upon request, and at the discretion of ASNT, one copy of each issue in which the advertisement appears shall be supplied to the advertiser.
2. First time and foreign advertisers must prepay for advertising until a credit screening process has taken place and a positive payment history has been established.
3. Advertising in some sections requires payment in advance
4. Third party advertising agencies shall receive a 15% commission on invoices paid within 30 days of billing, if all other conditions in "Reproduction Requirements" (in the ASNT Media Planner) have been met. Autonomous functioning in-house advertising agencies/departments will similarly receive a 15% commission on timely paid invoices, if all other conditions in "Reproduction Requirements" have been met.
5. ASNT reserves the right to hold the advertiser and/or the authorized advertising agency jointly and severally liable for money due and payable to ASNT. In case of default by any outside agency, ASNT reserves the right to directly invoice the advertiser for unpaid space usage. Advertiser and/or authorized agency agree to be mutually liable for the payment of all invoices and charges incurred to ASNT. Payment by advertiser to authorized agency does not release advertiser's responsibility of payment to ASNT. ASNT's rights shall in no way be affected by any dispute or claim between advertiser and any agency. ASNT reserves the right to directly invoice the advertiser for unpaid space usage. Advertiser and/or authorized agency agree to reimburse ASNT for all reasonable expenses (including attorneys' fees) associated with the collection of payments past due.

## ADVERTISING TERMS

1. ASNT reserves the unrestricted right to reject or cancel any advertising at any time. ASNT shall be subject to no liability whatsoever for its rejection or cancellation of any advertisement.
2. A contract year is a maximum of 12 consecutive months. Advertising must be inserted within a 12 consecutive month period to earn frequency discounts. Advertisers will be protected at contract rates for the duration of their existing contract. If a space discount has been deducted in paying for prior insertions on a cancelled insertion order, the advertiser and/or authorized agency shall reimburse ASNT for any difference between the rate paid and the rate earned.
3. Insertion orders which contain rates that differ from the rates published in the Media Planner shall not be binding on ASNT and advertisements may be inserted; the advertiser and/or its authorized agency may be charged for the order at ASNT's scheduled rates.
4. ASNT shall be subject to no liability whatsoever for any failure to print, publish or circulate all or any part of any publication or publications or otherwise fulfill an order because of any accidents, fires, strikes, work stoppages, national emergencies, war (declared or undeclared) acts of terrorism or natural or unnatural catastrophes which are beyond ASNT's control. ASNT is not liable for delays by the US Postal Service or other delivery services.
5. ASNT shall not be responsible for the errors or omissions in, or the production quality or quantity of, furnished inserts. Advertiser and its authorized agency shall be jointly and severally liable for charges for all insertion orders, and for any additional charges incurred by ASNT arising out of advertiser's and/or authorized agency's failure to deliver furnished inserts.
6. The advertiser and/or authorized agency agrees to pay prevailing production rates for any additional work required to make digital material press-ready, including converting application files, or resizing advertisements. The advertiser and/or authorized agency will be charged at prevailing production rates for any requested alterations to material.
7. Advertisements simulating ASNT editorial matter in appearance or style will be rejected. All advertisements must clearly and prominently identify the advertiser by trademark or signature. Advertisements prepared in editorial style of any kind may be subject to the inclusion of the word "advertisement" in a prominent position.
8. All advertisements are accepted and published on the joint and several representation of the authorized agency and the advertiser that they are each authorized to publish the entire contents and subject matter thereof and that they have complied with all the laws, governmental rules and regulations applicable to the same and the placement in and publication of such

advertisement by ASNT. In consideration of the publication of advertisements, the advertiser and the authorized agency, jointly and severally, shall unconditionally indemnify, defend and save ASNT, its Board of Directors, Officers, Agents and Employees harmless from and against any and all loss, liability and expense (including reasonable attorneys' fees) suffered or incurred by reason of any claims, proceedings or suits, including but not limited to, libel, violation of right of privacy or publicity, plagiarism, copyright infringement or any other claims or suits based on the contents or subject matter of or otherwise regarding such advertisements.

9. THE MAXIMUM TOTAL LIABILITY OF ASNT FOR ANY ACT, ERROR, OR OMISSION FOR WHICH IT MAY BE HELD LEGALLY RESPONSIBLE SHALL NOT EXCEED THE COST OF THE SPACE ORDERED OR OCCUPIED BY THE ADVERTISEMENT THAT IS THE BASIS OF ASNT'S LIABILITY. ASNT SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST INCOME OR PROFITS. Unintentional or inadvertent failure by ASNT to print, publish or circulate advertising matter invalidates the insertion order for such matter, but shall not constitute a breach of contract or affect any earned discount.
10. Fixed positioning. All advertising position clauses shall be treated as requests. All restrictions including, without limitation, positioning, separations, facing editorial adjacencies or other stipulations are at the sole discretion of ASNT. ASNT cannot guarantee fixed positioning except for cover positions for which a premium shall be charged.
11. Use of ASNT's name and logo is strictly prohibited without prior written consent of ASNT.
12. The person agreeing to these terms on behalf of the advertiser and/or agency warrants that they are duly authorized to act on behalf of such party, and further bind themselves as surety and co-principal debtor for the due performance by the advertiser and/or agency, as applicable, and the due fulfillment and compliance of these terms and conditions.
13. The placing of an order or contract for insertion to ASNT and/or to its publications, Web site, events and other media, whether in writing, through e-mail, by verbal or telephone instruction, will be deemed an acceptance of each and all of the above conditions. This Media Planner shall be governed by and construed in accordance with the internal laws of the State of Ohio, without regard to its conflict of laws provisions. All parties agree that if any dispute arises out of the subject matter hereof, such dispute shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in Franklin County, Ohio.

## BANNERS AND BUTTON POSITIONS

The time it takes for an advertisement to appear on the Web site varies according to type. Classified advertising, banners, buttons, links and *NDT Buyers Guide* listings will be posted on the Web site within two business days of receipt of all required materials. All online ads will undergo a review process for quality assurance prior to being posted on the Web site. Most ads will be posted within two business days unless otherwise directed. *Guide to NDT Professional Services* and *NDT Web Sightings* advertisers who have chosen the Web site option will appear on the Web site within five business days of the mail date of *Materials Evaluation*. Advertisements with tie-ins to *Materials Evaluation* will not post before the journal mails.

## NOTICE

ASNT reserves the right to reject any advertisement. Education, training and examination ads may not use the terms ASNT or American Society for Nondestructive Testing with the exception of ASNT Authorized Exam Centers (AECs). Education or training ads:

- may not use ASNT's logo
- must use the registered trademark symbol in references to the ASNT Central Certification Program<sup>®</sup>
- may refer to ASNT NDT Level III exams as long as the ad is for an AEC and clearly states that the advertiser is an ASNT Authorized Exam Center (caps as typed)
- must use proper nomenclature
- may state no guarantees

