

TERMS & CONDITIONS

IHS Markit Advertising Sales, Terms and Conditions

By sending its advertisement and/or all the material with respect to the advertisement, and in consideration for the privilege of the publication by IHS Global Limited ("IHS") of the advertisement, the advertiser ("Advertiser"), on its behalf and on behalf of its agency, agree to be bound by these Advertising Terms and Conditions (the "Agreement"). For the purposes of this Agreement, the term 'Advertiser' shall include the applicable Advertiser's agency. This Agreement may not be modified except by express written agreement signed by the parties.

1. Definitions:

- a. "Annuals, Bi-annuals and/or Handbooks" means the books published by IHS Global Ltd. on an annual or bi-annual basis, and which may be used for the publication by IHS Global Ltd. of the relevant advertisement.
 - b. "Conference Event" means any conference or webinar organized and hosted by IHS Global Ltd. for which the Advertiser has obtained a sponsorship package.
 - c. "Digital Advertising" means the publication by IHS Global Ltd. of the relevant advertisement on any digital platform including, without limitation, web site, Internet, e-mail newsletters or any other electronic media.
 - d. "Flight Date" is the first day on which the Digital Advertising commences.
 - e. "Magazine" means the IHS Global Ltd. publications released on a regular basis by IHS Global Ltd., and which may be used for the publication by IHS Global Ltd. of the relevant advertisement.
 - f. "Order Deadline" is the last date on which all the sales orders with respect to advertising should be received by IHS Global Ltd. Copy Control and Operations Department to ensure the publication of relevant advertisement.
 - g. "Copy Deadline" is the last date on which all the material with respect to advertising can be supplied to the IHS Global Ltd. Copy Control and Operations Department to ensure the publication of relevant advertisement or the commencement of advertising campaign.
2. Unless otherwise mutually agreed by the parties, any cancellations and transfers of the advertisements must be notified in writing to IHS Global Ltd. by the Advertiser;
- i. at least six (6) weeks before the Order Deadline in case of advertisements in Annuals, Bi-annuals and/or Handbooks;
 - ii. at least thirty (30) days before the Order Deadline in case of advertisements in Magazines and Periodicals;
 - iii. at least thirty (30) days prior to commencement of advertising campaign in case of any Digital Advertising cancellations; and (iv) at least forty five (45) days before the commencement of the first day of the Conference Event in case any Conference Sponsorships cancellations. Advertiser acknowledges all fees paid prior to cancellation shall be forfeit.
3. Any deviation with respect to Clause 2 above may be agreed at a sole discretion of IHS Global Ltd. at an additional charge.
4. IHS Global Ltd. cannot be held responsible for alterations or corrections to proofs if returned after the specified Copy Deadline.
5. All production work handled by IHS Global Ltd., including creation/reproduction of advertisement, will be charged to the Advertiser and shall be included in the invoice.
6. IHS Global Ltd. at its sole discretion, reserves the right to refuse or cancel any advertisement without reason or notice or to alter/postpone the publication date of print advertisement or the Flight Date of digital advertisement or the commencement date of Conference Sponsorships.
7. IHS Global Ltd. cannot take any responsibility for the content of advertisements submitted by or on behalf of the Advertiser, including but not limited to printers errors or errors arising out of instructions given verbally to IHS Global Ltd.
8. Advertisers' material is held by IHS Global Ltd. at the owner's risk. IHS Global Ltd. will retain film/PDF version or other digital material for up to twelve (12) months and reserves the right to destroy them thereafter. IHS Global Ltd. accepts no liability for the loss and/or destruction of original artwork or advertisements after such twelve (12) months period.
9. IHS Global Ltd. is not responsible for any loss howsoever occasioned, as a result of delay or failure to publish any edition of Annuals, Bi-annuals and/or Handbooks or to release any campaign in the case of Digital Advertising and Conference Sponsorships; however where any such edition/campaign is published/released later than as scheduled, the Advertiser must pay at the stipulated rate for all the advertisements which have in fact been published/released.
10. The Advertiser hereby warrants to IHS Global Ltd. that its advertisements do not in any manner whatsoever, infringe any third party's existing intellectual property rights including copyright; that the advertisements contain nothing objectionable, indecent, immoral, defamatory or illegal. The Advertiser shall indemnify, defend and hold harmless IHS Global Ltd., at all times, against any claim, loss, injury or damage which may be occasioned to/against IHS Global Ltd. in relation of any breach of this warranty and/or arising from the placing of its advertisement in the IHS Global Ltd. publications and/or from commencement of any advertising campaign or otherwise.
11. Each invoice rendered by IHS Global Ltd. to the Advertiser shall be paid within thirty (30) days date of the invoice. Should any invoice remain unpaid after the expiry of the said thirty (30) days, then IHS Global Ltd. reserves the right to charge interest on the outstanding invoice at the rate of five percent (5%) above the European Central Bank "Marginal lending facility" rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The interest shall be paid immediately on demand by IHS Global Ltd. Notwithstanding the above provisions, where the Advertiser's agency fails to pay by the due date, IHS Global Ltd. shall have a right to make 5% reduction on the gross rate for calculation of any commission otherwise allowed to the Advertiser's agency and IHS Global Ltd. may, at its option, to recover payment in full directly from the Advertiser, unless the Advertiser has already paid its agency. In the event that IHS Global Ltd. receives such payment from the Advertiser, IHS Global Ltd. shall, subject to any other claims it may have against the agency remit to the agency forthwith on receipt of payment, the commission due to the agency calculated in accordance with sub-clause (a) above.
12. Without prejudice to the above rights, where there is a delay in the payment by the due date with respect to the print advertising, IHS Global Ltd., in its sole discretion, may discontinue the provision of the advertising service(s) if Client does not pay any invoice within the payment period provided in Clause 11 of this Agreement. With respect to Digital Advertising, IHS Global Ltd. shall have the right to withdraw the digital advertisement from the web site (unless otherwise agreed by IHS Global Ltd. and confirmed in writing).
- a. A complimentary copy of the Magazine will be provided for each display advertisement therein, for the personal use and retention by the Advertiser.
 - b. The Advertiser' agency placing a full or half page of the display advertisement either by themselves or through its agency in the Annuals, Bi-annuals and/or Handbooks shall receive a tear sheet of the Advertisement, for their record.
 - c. Upon written request of the Advertiser and/ or the Advertiser' agency to IHS Global Ltd. a PDF copy of the classified advertisement may be provided for their record. For avoidance of doubt, no complimentary copy of the Magazine will be provided for any classified advertisement.
 - d. The export, re-export or transfer of the Annuals, Bi-annuals and/or Handbooks may be controlled by U.S. and UK export control laws and in the event, the Advertiser decides to transfer above mentioned complimentary copy(s), the Advertiser shall ensure that such transfer/export is not prohibited and is in compliance with the U.S., UK and any other applicable nation laws.
13. Should the Advertiser fail to supply advertisement material of an acceptable standard or instructions by the specified Copy Deadlines for any issue or edition/campaign, and has not cancelled or amended the issue date/Flight Date as the case may be, as originally made, then IHS Global Ltd. reserves the right to charge the full cost of the advertisement booked.
14. IHS Global Ltd. may charge to the Advertisers' account the cost of enforcing any of its rights against it for nonpayment of outstanding amount in accordance with payment terms as stated under Clause 11 above including any expenses incurred by reason of the its breach of these terms and conditions. Should IHS Global Ltd. refer an outstanding account to either a debt collection agency or solicitors for collection, then any further business to be transacted with that Advertiser would be handled on a pro forma basis.
15. The Advertiser may not sub-let or dispose in any way of space booked in any IHS Global Ltd. publication or service.
16. Both parties represent and affirm that (i) they will comply with all applicable country laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Bribery Act; and (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this section, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws'.
17. In the event of breach of any of the provisions of these terms and conditions by IHS Global Ltd., IHS Global Ltd. total aggregate liability for any damages/ losses incurred by the Advertiser arising out of such breach shall not exceed at any time, the amount already paid for the related advertisement by such Advertiser. In no event, IHS Global Ltd. shall be liable for any indirect, special or consequential damages of any kind or nature whatsoever, suffered by the Advertiser, including, without limitation, lost profits or any other economic loss arising out of or related to the subject matter of these terms and conditions.
18. Either party may be excused from the performance of any obligation under this Agreement (other than payment obligations) due to any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of such party.
19. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of English Courts.
20. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.