

DFA MANUFACTURING MEDIA LTD

TERMS AND CONDITIONS OF SALE FOR ADVERTISING, DIGITAL MEDIA AND WEBSITE

Applicable to all DFA Manufacturing Media Ltd publications, websites and digital services, including but not limited to Drives & Controls, Hydraulics & Pneumatics, Plant & Works Engineering (PWE), Power Electronics Europe, newsletters, webinars, virtual events and associated media platforms.

1. Definitions

For the purposes of these Terms and Conditions: "DFA Manufacturing Media Ltd", "the Publisher", "we", "our", or "us" means *DFA Manufacturing Media Ltd*.

"Advertiser" means any individual, company, organisation or agency placing an advertisement, sponsorship, promotional campaign or other marketing activity with *DFA Manufacturing Media Ltd*.

"Advertisement" includes, but is not limited to, print advertisements, digital advertisements, sponsored content, videos, webinars, inserts, email campaigns, social media promotions, lead-generation campaigns and promotional materials.

"Order" means any booking, insertion order, signed proposal, quotation acceptance or other agreement to purchase advertising or related services.

"Digital Services" means websites, newsletters, email marketing, webinars, virtual events, social media activities, lead-generation services, podcasts and online advertising products operated by *DFA Manufacturing Media Ltd*.

2. Application of Terms

These Terms and Conditions apply to all Orders accepted by DFA Manufacturing Media Ltd. No terms or conditions submitted by an Advertiser shall apply unless expressly agreed in writing by DFA Manufacturing Media Ltd. Placement of an Order constitutes acceptance of these Terms and Conditions.

3. Acceptance of Advertising

All advertisements and promotional materials are accepted subject to:

1. Approval by *DFA Manufacturing Media Ltd*.
2. Availability of print or digital advertising inventory.
3. Compliance with applicable laws, regulations and advertising standards.
4. Receipt of advertising copy and materials by agreed deadlines.

DFA Manufacturing Media Ltd reserves the right to reject, suspend, amend or remove any advertisement at its absolute discretion and without liability.

4. Advertiser Responsibilities

The Advertiser warrants that all supplied materials:

1. Are accurate, legal, decent, honest and truthful
2. Do not mislead consumers or businesses

3. Do not infringe intellectual property rights, trademarks, copyrights, patents, privacy rights or any other rights of third parties
4. Comply with all applicable laws and regulations
5. Comply with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) and Advertising Standards Authority (ASA) requirements
6. Are free from defamatory, offensive, unlawful or discriminatory content

The Advertiser remains solely responsible for the content of all advertisements.

5. Artificial Intelligence and Generated Content

Where content is generated or assisted by artificial intelligence, machine learning or automated content generation systems, the Advertiser warrants that:

1. The content has been reviewed by a competent human representative.
2. All factual claims have been verified.
3. The content does not infringe any intellectual property rights.
4. The content complies with applicable advertising and marketing regulations.

DFA Manufacturing Media Ltd accepts no responsibility for inaccuracies contained within AI-generated content supplied by Advertisers.

6. Digital Advertising and Online Campaigns

Digital advertising services may include:

- Website banner advertising
- Newsletter advertising
- Sponsored articles
- Social media promotion
- Video promotion
- Webinars and virtual events
- Lead-generation programmes
- Content marketing campaigns
- Podcasts

Unless specifically agreed in writing, *DFA Manufacturing Media Ltd* does not guarantee:

- Numbers of impressions
- Click-through rates
- Engagement metric
- Leads generated
- Enquiries received
- Sales conversions
- Return on investment

All performance statistics are provided on a reasonable endeavours basis and may vary due to external factors including user behaviour, search engines, internet traffic and third-party platforms.

7. Sponsored Content and Editorial Independence

All sponsored content, advertorials and promotional features may be identified as such at the discretion of *DFA Manufacturing Media Ltd*.

DFA Manufacturing Media Ltd retains full editorial control over its publications, websites and newsletters and reserves the right to edit supplied content for style, length, formatting, legal compliance and editorial consistency.

8. Intellectual Property Rights

The Advertiser warrants that it owns or has obtained all necessary rights, permissions and licences to use materials supplied for publication.

The Advertiser grants *DFA Manufacturing Media Ltd* a non-exclusive, worldwide, royalty-free licence to publish, distribute, reproduce, archive, promote and display submitted materials in print, digital, social media, email and related media formats for the purposes of delivering the contracted services. All intellectual property rights relating to *DFA Manufacturing Media Ltd* publications, websites, databases, designs and content remain the property of *DFA Manufacturing Media Ltd* or its licensors.

9. Data Protection

Each party shall comply with all applicable data protection legislation, including:

- UK GDPR
- Data Protection Act 2018
- Privacy and Electronic Communications Regulations (PECR)

Any replacement or successor legislation.

Where personal data is transferred between parties, each party shall implement appropriate technical and organisational measures to protect such data. For lead-generation activities, the parties shall clearly agree their respective responsibilities as data controllers or processors where required by law.

10. Cookies and Tracking Technologies

Digital advertising campaigns may utilise:

- Cookies
- Pixels
- Analytics tools
- Conversion tracking technologies
- Similar marketing technologies

Advertisers warrant that any tracking technologies supplied by them comply with all applicable privacy and data protection laws.

11. Website Availability

DFA Manufacturing Media Ltd does not guarantee uninterrupted availability of any website, email system, digital service or online advertising platform.

The Publisher may suspend, modify, maintain or update services without prior notice where reasonably necessary.

No liability shall arise from interruptions caused by maintenance, technical failures, internet outages, cyber incidents or circumstances beyond the Publisher's reasonable control.

12. Third-Party Platforms

Where campaigns utilise services provided by third parties, including search engines, social media platforms, advertising networks or webinar providers, *DFA Manufacturing Media Ltd* shall not be responsible for:

1. Platform outages
2. Changes to algorithms
3. Changes to targeting capabilities
4. Reporting discrepancies
5. Content restrictions imposed by third-party providers

13. Cybersecurity

The Advertiser warrants that supplied files, advertisements, links, code, images and digital assets: Are free from viruses, malware or malicious code. Will not compromise the security or operation of any *DFA Manufacturing Media Ltd* systems. Comply with all applicable cybersecurity laws and best practices.

DFA Manufacturing Media Ltd reserves the right to reject any materials considered harmful or unsafe.

14. Advertising Rates and Charges

Advertising rates, sponsorship fees and service charges may be revised at any time.

Unless otherwise agreed in writing, quoted prices apply only to the specific campaign, publication or issue identified in the Order.

Where additional work is required arising from the Advertiser's instructions, late amendments or changes to supplied materials, additional charges may apply.

15. Payment Terms

Invoices are payable within 30 days from the invoice date unless otherwise agreed in writing.

Interest shall be payable on overdue amounts at a rate of 8% per annum above the Bank of England base rate in accordance with applicable legislation.

The Advertiser shall indemnify *DFA Manufacturing Media Ltd* for reasonable costs incurred in recovering overdue debts.

DFA Manufacturing Media Ltd reserves the right to suspend services where payments remain overdue.

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16. Cancellation

All cancellations must be submitted in writing. For all Orders, cancellation requests must be received no later than six weeks before the agreed deadline unless otherwise agreed.

Where cancellation occurs after production work has commenced, *DFA Manufacturing Media Ltd* reserves the right to charge for work completed and costs incurred.

17. Proofs and Copy

Advertising materials and instructions must be supplied by agreed deadlines.

DFA Manufacturing Media Ltd cannot guarantee the provision of proofs where materials are submitted late. If materials are not supplied in time, *DFA Manufacturing Media Ltd* may:

- Repeat previous copy
- Use supplied materials already held
- Reschedule the campaign
- Treat the booking as cancelled

Charges may still apply.

18. Limitation of Liability

Nothing in these Terms shall limit or exclude liability for:

Fraud or fraudulent misrepresentation.

Death or personal injury caused by negligence.

Any liability which cannot be excluded by law.

Subject to the above, *DFA Manufacturing Media Ltd's* total liability arising from any Order shall not exceed the total fees paid by the Advertiser in relation to the relevant campaign.

DFA Manufacturing Media Ltd shall not be liable for:

- Loss of profit
- Loss of business
- Loss of goodwill
- Loss of opportunity
- Indirect or consequential losses
- Anticipated savings or revenue losses

19. Indemnity

The Advertiser shall fully indemnify *DFA Manufacturing Media Ltd* against all claims, demands, proceedings, damages, losses, costs and expenses arising from:

- Advertisement content
- Breach of these Terms
- Intellectual property infringement
- Defamation
- Regulatory breaches
- Unlawful processing or use of personal data

20. Force Majeure

Neither party shall be liable for any failure or delay resulting from circumstances beyond its reasonable control, including but not limited to:

- Acts of God
- Fire
- Flood
- Pandemic
- Industrial disputes
- Government action
- Cyberattack
- Telecommunications or internet failures
- Utility interruptions

21. Electronic Communications

Orders, approvals, notices, amendments and cancellations may be communicated electronically. Emails shall be deemed received on the next Business Day following transmission unless evidence demonstrates otherwise.

22. Lead Generation Services

DFA Manufacturing Media Ltd does not warrant or guarantee:

- The accuracy of lead information
- Purchasing authority of contacts
- Budget availability
- Project status
- Commercial suitability of leads

The Advertiser remains responsible for undertaking its own due diligence before entering commercial arrangements with any lead.

23. Website Use

Users of *DFA Manufacturing Media Ltd* websites agree not to:

- Interfere with website operation
- Attempt unauthorised access to systems or data
- Upload malicious software or code
- Use website content unlawfully

All website content is provided for general information purposes only and no warranty is given regarding its completeness or accuracy.

24. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

The parties shall first seek to resolve any dispute through good-faith negotiations before commencing legal proceedings. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising under these Terms.