UNIQUE PUBLISHING HOUSE MB Terms and Conditions of Business

1. Introduction and application

1.1 These terms and conditions ("Terms") govern the business relationship between UNIQUE Publishing House MB, a partnership incorporated in the Republic of Lithuania under legal entity code 307474502, whose registered office is at Kauno g. 16-144, LT-03212 Vilnius, Republic of Lithuania ("the Publisher"), and any person, firm, company, advertiser, agency or other party commissioning services from the Publisher ("the Client").
1.2 By placing a booking, submitting materials, signing an insertion order or otherwise commissioning the Services, the Client accepts these Terms in full.
1.3 These Terms prevail over any terms put forward by the Client, including any terms contained in or referred to in a purchase order, insertion order, supplier portal, procurement platform or Client standard conditions, whether or not signed or acknowledged by the Publisher.
1.4 No variation of these Terms has effect unless agreed in writing and signed by the director of the Publisher. No course of dealing, delay or failure to enforce any provision operates as a variation or waiver.

2. Definitions and interpretation

2.1 In these Terms:
"Advertisement" means any advertisement, advertorial, sponsored content, insert, cover position or other commercial space booked by the Client in a Publication.
"Agreement" means the contract between the Publisher and the Client incorporating these Terms, together with any insertion order, booking confirmation or written quotation.
"Copy" means all artwork, text, images, logos, films, digital files and other materials supplied by the Client for reproduction.
"Copy Deadline" means the date notified by the Publisher by which the Client must supply all Copy in the required format, being not less than [21] days before the scheduled Publication Date unless otherwise notified in writing.
"Publication" means UNIQUE magazine and any other title, edition, special edition, book, digital edition or platform published by the Publisher.
"Publication Date" means the scheduled date of publication of the relevant Publication as notified by the Publisher.
"Services" means all publishing services provided by the Publisher including, without limitation, the sale and publication of advertising space, editorial production, editing, proofreading, design, artwork origination, translation, printing, marketing and distribution.
2.2 Clause headings are for convenience only and do not affect interpretation. References to writing include email. "Including" and "in particular" are without limitation.

3. Provision of the Services

3.1 The Publisher shall provide the Services with reasonable skill and care and in accordance with generally accepted industry standards.
3.2 The Publisher reserves the right, in its absolute discretion and without liability, to decline, omit, amend, suspend or reposition any Advertisement or Copy which in its reasonable opinion is unlawful, defamatory, misleading, in breach of any third party's rights, in breach of any applicable advertising code or self-regulatory standard in any territory of distribution, or otherwise unsuitable for the Publication or its readership.
3.3 Unless a specific position is expressly guaranteed in writing and separately charged for, the positioning of any Advertisement within a Publication is at the Publisher's discretion. Failure to achieve a requested but non-guaranteed position does not entitle the Client to any refund, discount or re-run.
3.4 The Publisher gives no warranty, and makes no representation, as to the number of enquiries, responses, leads, sales or other commercial results that may arise from any Advertisement.
3.5 Minor variations in colour reproduction, trim, registration or paper stock inherent in the printing process do not constitute a defect in the Services.

4. Client obligations and Copy Deadline

4.1 The Client shall supply all Copy, materials, information, approvals and clear instructions necessary to enable the Publisher to provide the Services, in the formats and to the technical specifications notified by the Publisher.
4.2 All Copy must be received by the Publisher on or before the Copy Deadline.
4.3 If Copy is not received by the Copy Deadline, or is supplied in a form which does not meet the notified specification, the Publisher may in its discretion and without liability:
(a) publish the most recent Copy previously supplied by the Client;
(b) reserve and hold the booked space and publish it blank, or with a house advertisement;
(c) charge the Client for any additional origination, artwork, correction or production costs reasonably incurred; or
(d) defer publication of the Advertisement to a subsequent edition.
4.4 In each case under clause 4.3 the full booking fee remains payable in full, and no refund, credit or re-run is due. Late supply of Copy by the Client does not entitle the Client to cancel.
4.5 The Client is responsible for checking and approving all proofs within the time notified. Approval of a proof constitutes acceptance of the Copy as correct.

5. Quotations, fees and payment

5.1 All quotations are valid for 30 days from the date of issue and are stated exclusive of value added tax, which is payable in addition where applicable. Where the Client is a taxable person established in another EU member state and provides a valid VAT identification number, the reverse charge mechanism applies and the Client is responsible for accounting for VAT in its own member state. The Client shall provide a valid VAT identification number on request.

5.2 Unless expressly agreed otherwise in writing by the director of the Publisher, 100% of the agreed fee is payable in advance and in cleared funds before the Client's Advertisement is committed to print.
5.3 Where staged payment is agreed in writing, 50% of the agreed fee is payable on confirmation of booking and the balance in cleared funds on or before the Copy Deadline for the relevant edition.
5.4 Where credit terms are expressly granted in writing, payment is due within [30] days of the date of invoice. Credit terms are granted at the Publisher's discretion, apply only to the booking for which they are granted, and may be withdrawn at any time on written notice.
5.5 All sums are payable in full and in cleared funds without set-off, deduction, counterclaim, withholding or retention of any kind. Bank charges and currency conversion costs are borne by the Client.
5.6 Payment is not conditional upon, and shall not be deferred by reason of, any arrangement between the Client and any third party. In particular, where the Client is an advertising agency, media buyer, media independent, marketing agency or other intermediary, payment is due on the dates set out in these Terms irrespective of whether the Client has been paid by its own client or principal.
5.7 **Agency and intermediary bookings.** Where a booking is placed by an advertising agency, media buyer or other intermediary on behalf of an advertiser, the intermediary and the advertiser are jointly and severally liable to the Publisher for payment of all sums due in full. The Publisher may pursue either or both for the whole amount. Any agency commission or discount is conditional upon payment being received in full by the due date and is forfeited if it is not.
5.8 The Client shall not be entitled to any discount, rebate, volume rate or series rate unless the full series is completed and all invoices are paid by their respective due dates. If the Client cancels part of a series or pays late, the Publisher may re-rate the Advertisements actually published at the applicable single-insertion rate and invoice the difference.
5.9 Time for payment is of the essence of the Agreement.

6. Late payment

6.1 If any sum is not paid in cleared funds by its due date, interest accrues on the overdue amount from the day after the due date until payment in full at the statutory rate applicable to commercial transactions under the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions, being the reference rate of the European Central Bank for its main refinancing operations in force on the first day of the relevant half-year plus 8 percentage points.
6.2 In addition to interest under clause 6.1, the Publisher is entitled to compensation of not less than EUR 500 in respect of each overdue invoice, and to recover all costs and expenses reasonably incurred in recovering the debt, including debt collection agency fees, court fees, translation costs and legal fees.
6.3 Nothing in these Terms excludes, restricts or varies the Publisher's statutory rights in respect of late payment under Lithuanian law or Directive 2011/7/EU.

6.4 If any sum is overdue, or if the Publisher has not received cleared funds by the Copy Deadline where payment is due on or before that date, the Publisher may, without liability and without prejudice to any other right or remedy:
(a) withhold, remove, defer or decline to publish the Client's Advertisement, in which case the full fee remains payable and no sums already paid are refundable;
(b) suspend all further Services to the Client and to any company under common control with the Client, across all Publications and editions;
(c) withdraw any credit terms, discount, agency commission or series rate previously granted;
(d) require immediate payment in cleared funds of all sums outstanding, whether or not then due; and
(e) terminate the Agreement on written notice.
6.5 Sums are treated as paid only when cleared funds are received in the Publisher's nominated bank account.
6.6 The Publisher may pursue recovery of undisputed overdue sums by any available procedure, including the European Order for Payment procedure under Regulation (EC) No 1896/2006 and the European Small Claims Procedure under Regulation (EC) No 861/2007.

7. Cancellation and postponement by the Client

7.1 Cancellation is effective only when notified to the Publisher in writing and acknowledged in writing by the Publisher.
7.2 Cancellation charges are calculated by reference to the number of days between the date the Publisher receives written notice of cancellation and the Publication Date, as follows:
Notice receivedCancellation charge90 days or more before Publication DateNo charge61 to 89 days before Publication Date35% of the total agreed fee46 to 60 days before Publication Date65% of the total agreed fee45 days or fewer before Publication Date100% of the total agreed fee7.3 Once the Copy Deadline has passed, or once the Client has approved a proof, the booking is non-cancellable and the full fee is payable in all circumstances.
7.4 Cancellation charges are payable within [14] days of the date of the cancellation invoice, together with any interest and compensation already accrued under clause 6.
7.5 A request to postpone or transfer a booking to a later edition is treated as a cancellation of the original booking and a new booking, unless the Publisher agrees otherwise in writing.
7.6 The parties acknowledge and agree that the charges in clause 7.2 represent a genuine and proportionate pre-estimate of the loss suffered by the Publisher on cancellation, reflecting the Publisher's irrecoverable commitment of space, production, origination, translation, print and distribution costs, its inability to resell committed space at short notice, and the fixed nature of its production cycle. The charges are agreed as compensatory and not as a punitive measure.

8. Delay to publication by the Publisher

8.1 Publication Dates are estimates and the Publisher does not guarantee publication on any particular date.
8.2 If publication of an edition is delayed for reasons beyond the Publisher's reasonable control, the Publisher may postpone printing and publication, and shall notify the Client.

8.3 If the relevant edition has not been published within [365] days of the originally scheduled Publication Date, the Client may elect, by written notice, to receive either:
(a) publication in the next available edition at no additional charge; or
(b) a credit note for the full amount paid, valid for [12] months against any Publication.
8.4 If the relevant edition has not been published within [365] days of the originally scheduled Publication Date, the Client is entitled on written request to a full refund of all sums paid in respect of that edition.
8.5 The remedies in clauses 8.3 and 8.4 are the Client's sole and exclusive remedies in respect of delayed publication.

9. Circulation, distribution and audience data

9.1 Circulation, subscriber, distribution and audience figures published by the Publisher in its media pack, rate card, website or other materials are stated as at the date of publication of those materials and are subject to change.
9.2 Where the Publisher states that circulation or subscriber figures are independently audited, those figures are as certified by the Publisher's independent auditor as at the date of the relevant audit certificate, a copy of which is available to the Client on request.
9.3 Circulation and subscriber figures are stated in good faith on the basis of the Publisher's records at the relevant date. Save as expressly set out in clause 9.2, no representation or warranty is given as to the precise number of copies distributed, subscribers reached, or readers of any edition, and no such figure forms a term of the Agreement.
9.4 Distribution channels, distribution locations and territories may be varied by the Publisher where necessary to maintain the quality or reach of distribution.

10. Intellectual property and artwork

10.1 The Client retains all intellectual property rights in Copy supplied by it, and grants the Publisher a non-exclusive, worldwide, royalty-free licence to reproduce, publish, translate, adapt for format, distribute and archive that Copy in the relevant Publication, in any edition or format including digital editions, and to retain it in the Publisher's archive.
10.2 All intellectual property rights in artwork, design, layout, typesetting, translation, origination, illustration and photography created by or on behalf of the Publisher belong to the Publisher.
10.3 Title to, and any licence to use, any materials created by the Publisher under clause 10.2 does not pass to the Client and is suspended until the Publisher has received payment in full of all sums due. The Client shall not reproduce, adapt, distribute or use any such materials in any other publication or medium while any sum remains outstanding.
10.4 The Publisher may reproduce the Client's Advertisement and name in its own promotional materials, media pack, case studies, website and portfolio as an example of published work, unless the Client notifies the Publisher otherwise in writing at the time of booking.

11. Client warranties and indemnity

11.1 The Client warrants and represents that:

(a) it has full right, title, authority and licence to supply the Copy and to authorise its publication in every territory of distribution;
(b) the Copy does not infringe any copyright, trade mark, design right, database right, moral right, right of privacy, right of publicity or other right of any third party;
(c) the Copy is not defamatory, obscene, discriminatory, misleading or otherwise unlawful, and does not breach any applicable advertising code or any applicable consumer protection, financial promotion, gambling, alcohol, tobacco or medicines legislation or regulation in any territory of distribution;
(d) all statements of fact, claims, prices, specifications and testimonials in the Copy are accurate and substantiated and can be evidenced on request; and
(e) where the Client is an agency or intermediary, it has full authority to bind the advertiser on whose behalf it acts.
11.2 The Client shall indemnify and keep indemnified the Publisher against all claims, demands, proceedings, damages, fines, penalties, losses, costs and expenses (including legal and translation costs) arising out of or in connection with any breach of clause 11.1, including the cost of any correction, apology, withdrawal, pulping, reprint or regulatory response.
11.3 The indemnity in clause 11.2 survives termination or expiry of the Agreement.

12. Confidentiality

12.1 Each party shall keep confidential all confidential information of the other party disclosed in connection with the Agreement, and shall not use it other than for the purposes of the Agreement.
12.2 This clause does not apply to information which is or becomes public through no breach of this clause, was already lawfully held, or is required to be disclosed by law, regulation or court order.
12.3 Commercial terms, rates, discounts and the content of any quotation are confidential to the parties.

13. Liability

13.1 Nothing in these Terms excludes or limits liability for death or personal injury, for intentional wrongdoing or gross negligence, or for any other liability which cannot lawfully be excluded or limited.
13.2 Subject to clause 13.1, the Publisher is not liable to the Client for any:
(a) loss of profit, revenue, business, contracts, opportunity or anticipated savings;
(b) loss of goodwill or reputation;
(c) loss or corruption of data or Copy supplied without a retained copy; or
(d) indirect or consequential loss.
13.3 Subject to clause 13.1, the Publisher's total aggregate liability arising out of or in connection with the Agreement is limited to the total fees actually paid by the Client to the Publisher in respect of the specific Advertisement or edition giving rise to the claim.
13.4 Where an Advertisement is published with an error, omission or defect for which the Publisher is responsible, and which materially affects its value, the Publisher's sole obligation is,

at its option, to re-run the Advertisement in the next available edition or to issue a pro-rata credit. No claim of this nature will be considered unless notified in writing within 30 days of publication.
13.5 The Client is responsible for retaining copies of all Copy supplied. The Publisher is not liable for loss of or damage to original materials.

14. Termination

14.1 Either party may terminate the Agreement immediately on written notice if the other commits a material breach and fails to remedy it within 14 days of written notice requiring it to do so.
14.2 The Publisher may terminate the Agreement immediately on written notice if the Client suffers an insolvency event, including entering administration, bankruptcy, restructuring, liquidation or receivership proceedings, or if the Publisher reasonably believes any such event is imminent.
14.3 On termination, all sums invoiced or accrued to the date of termination become immediately payable, and the cancellation charges in clause 7.2 apply as if the Client had cancelled on the date of termination where termination arises from the Client's breach.
14.4 Clauses 5, 6, 10, 11, 12, 13, 17 and 18 survive termination.

15. Force majeure

15.1 Neither party is liable for any delay or failure to perform its obligations (other than an obligation to pay money) caused by events beyond its reasonable control, including act of God, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, industrial action, failure of utilities or telecommunications, cyber attack, interruption to paper or ink supply, failure of print or distribution partners, embargo, sanctions, or government restriction.
15.2 If such an event continues for more than [120] days, either party may terminate the affected booking on written notice, and clause 8 applies to any sums paid.

16. Data protection

16.1 Each party shall comply with its obligations under Regulation (EU) 2016/679 (the General Data Protection Regulation) and the Law of the Republic of Lithuania on Legal Protection of Personal Data in respect of any personal data processed in connection with the Agreement.
16.2 Where the Publisher processes personal data supplied by the Client, it does so as an independent controller for the purposes of performing the Services, and in accordance with its published privacy policy.
16.3 Neither party shall disclose the other's subscriber, customer or contact data to any third party without prior written consent.

17. Dispute resolution

17.1 The parties shall first attempt in good faith to resolve any dispute by negotiation between senior representatives within 30 days of written notice of the dispute.
17.2 Clause 17.1 does not prevent either party from applying for interim or protective measures, and does not prevent the Publisher from issuing proceedings, or taking any debt recovery or enforcement step, in respect of any undisputed sum which is overdue.
17.3 The courts of the Republic of Lithuania, and specifically the competent court of the city of Vilnius, have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.
17.4 The language of the Agreement and of any proceedings is English. Where these Terms are translated, the English version prevails in the event of any inconsistency.

18. Governing law

18.1 The Agreement and these Terms are governed by and construed in accordance with the law of the Republic of Lithuania.

19. General

19.1 **Entire agreement.** These Terms, together with any written quotation, insertion order or booking confirmation, constitute the entire agreement between the parties and supersede all prior discussions, representations and proposals.
19.2 **Variation.** No variation has effect unless in writing and signed by the director of the Publisher.
19.3 **Assignment.** The Client may not assign, transfer, charge or sub-contract any of its rights or obligations without the Publisher's prior written consent. The Publisher may assign or sub-contract freely, and may assign or factor any debt due from the Client.
19.4 **No third party rights.** Save as expressly provided in clauses 5.7 and 11, the Agreement does not confer any rights on any person who is not a party to it.
19.5 **Waiver.** No failure or delay in exercising any right operates as a waiver of it.
19.6 **Severability.** If any provision is held to be void or unenforceable, it shall be severed and the remaining provisions continue in full force. Where a provision would be valid if modified, it shall apply with such modification as is necessary to make it enforceable.
19.7 **Notices.** Notices must be in writing and sent to the registered office of the Publisher at Kauno g. 16-144, LT-03212 Vilnius, Republic of Lithuania, marked for the attention of the Director, or by email to [NOTICES EMAIL ADDRESS]; and to the Client at the address or email address stated in the booking confirmation. Notices sent by email are deemed received on the next business day.
19.8 **No partnership.** Nothing in the Agreement creates a partnership, joint venture or relationship of agency or employment between the parties.
UNIQUE Publishing House MB Legal entity code 307474502
Registered office: Kauno g. 16-144, LT-03212 Vilnius, Republic of Lithuania [VAT TBC]
www.uniqueprivatejet.com