Applicability. These terms and conditions shall apply to all offers, proposals and agreements made between Elsevier and any third party or its agent ("the Client") relating to the products and/or services of Elsevier ("the Products and Services"). Unless otherwise mentioned herein, the following terms and conditions shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC, Elsevier shall mean the company within the Elsevier group that is providing the Products or Services to the Client. The term "Elsevier" shall include Elsevier’s head office, any of Elsevier’s branches, and any other legal entity to which the Client business is proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any agreement made hereunder shall be in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier’s liability for fraudulent misrepresentation. Where Products are sold to the Client that contain third party product or service such a sale may be subject to the third party’s terms and conditions.

Offer and acceptance/Description. Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted unless Elsevier issues a written confirmation of order. Where an advertisement is accepted ("the Ad") Elsevier delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to available stock of the ordered Products. Unless otherwise expressed, all advertisements are designed by Elsevier for each Client’s own account and use and not on behalf of any other entity or person. If the Client is an agent, it represents and warrants that it is purchasing the Products or Services from Elsevier for its own account and use and not on behalf of any other entity or person. If the Client is a company, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a non-profit organisation, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a government agency, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is an individual, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a company, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a non-profit organisation, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a government agency, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is an individual, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is an agent, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a company, it represents and warrants that it is purchasing the Products or Services for its own account and use and not on behalf of any other entity or person. If the Client is a non-profit organisation, it represents and warranties that (i) the Client holds the necessary rights to use the advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or importation of the Advertising Content, including without limitation, brochures or other promotional material, will not violate any anti- advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti- discrimination law or regulation, or any other right of any person or entity. (iii) Advertising Content applies with all applicable, laws, rules, industry codes, regulations and generally prevailing custom and practice. Client agrees to indemnify Elsevier and to hold Elsevier harmless from any and all liability, losses, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Elsevier, arising out of or related to the Advertising Content or Client’s breach or alleged breach of any of the foregoing representations and warranties. Elsevier reserves the right to reject any advertising content which are not consistent with Elsevier’s standards of presentation. Elsevier shall have the right, at any time, to review any submitted advertising and to terminate this TC if Elsevier determines, in its sole discretion, that the Advertising Content or any portion or publication thereof (i) violate Elsevier’s then applicable advertising policy; (ii) violate any law, rule or regulation or any other right of any person or entity; (iii) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights; (iv) contain any slanderous, defamatory, libelous content or any other material which is unlawful, threatening, defamatory, abusive, hateful, profane, sexually oriented, graphically violent, or of an unacceptable nature. (v) contains or incorporates any advertising and/or promotion which is or is intended to be misleading. (vi) is intended for, or in any way promotes, an unapproved or experimental drug, procedure or device, or an unapproved use of a product. 11. Payment. Unless otherwise agreed in writing, Elsevier shall be entitled to recover the price of the Products and Services and all costs, charges and expenses incurred by Elsevier on the Client’s account, together with interest at the rate of 5% per annum from the date of delivery of the Products or Services to the Client, or from the date of the latest date for delivery or completion thereof if the same is earlier. 12. Compliance with laws. Client shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly “Applicable Laws” or “Laws”) relevant to its duties and obligations under this Agreement, including, without limitation, any Applicable Laws related to bribery, including any such Applicable Laws that are enforced internationally (such as the United States Foreign Corrupt Practice Act and the UK Bribery Act) and those enforced in the country where business are proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any agreement made hereunder shall be in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier’s liability for fraudulent misrepresentation. Where Products are sold to the Client that contain third party product or service such a sale may be subject to the third party’s terms and conditions.

Shall limit the Client’s existing legal or statutory rights where it is acting as a consumer. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge of the terms and conditions hereof, and any change or variance to the terms and conditions hereof shall be agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

9. Force majeure. If by reason of law or dispute, strike, inability to obtain or obtain materials, fire or other action beyond its control Other than abnormal commercial conditions, failures, custom delays, government restrictions or appropriation or other causes beyond the control of each party, such party shall be unable to perform in whole or in part its obligations under this TC, the other party shall be entitled to terminate this TC without any liability to the party so terminating provided that the party so terminating shall not be entitled to assign the TC or any part of it if without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be unlawful, void or unenforceable, such provision or part thereof shall be deemed severable and the remainder of the TC shall not be affected thereby. If such provision shall continue in force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision or (prosecution of any breach of the TC) will not be construed as a waiver of any of its rights under the TC or prevent Elsevier from exercising any rights and remedies under the TC.

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