

## BMJ Publishing Group Limited Standard Conditions for Reprints

The terms and conditions set out herein shall govern all relations between the Publisher and Buyer of Reprints. Translated reprints (i.e. into languages other than English) are not covered by these terms and shall be separately supplied by the Publisher.

The placing of an Order following request for Quotation so shall constitute acceptance of these terms and conditions. Any other proposed conditions or variations to these conditions shall be void and/or unenforceable unless specifically accepted by the Publisher in writing.

### 1. Definitions

In these conditions, the term **"Buyer"** **"You"** or **"Your"** means the buyer purchasing Reprints from Us either directly or on behalf of a customer. The terms **"Publisher"**, **"Us"**, **"We"** or **"Our"** means BMJ Publishing Group Ltd whose registered offices are situated at BMA House, Tavistock Square, London, WC1H 9JR, company registration number 03102371, VAT number 674738491. **"Commercial Use"** includes i) any copying of the Reprints or linking to the Reprints on the Publishers website for further redistribution, sale or licensing, ii) copying, downloading or posting of any of the Reprints on a site or service; iii) the inclusion or incorporation of any of the Reprints in other works or services (other than legally permitted quotations with an appropriate citation); v) use of any of the Reprints howsoever (other than legally permitted quotations with an appropriate citation) by organisations for promotional purposes, whether for a fee or otherwise, other than as expressly permitted herein; and iv) use of the Reprints for the purposes of monetary reward by means of sale, resale, license, loan, hire, transfer or other form of commercial exploitation. **"Order"** means a request for Reprints (whether written or oral) by the Buyer following a Quotation. **"Quotation"** means the quote given by Us (via one of our Reprint Sales Managers) to the Buyer based on an order form request which shall be valid for a maximum of 90 days from being sent to the Buyer. **"Reprint"** and **"Reprints"** are a reprinted paper journal article or articles from journals published by the Publisher (whether on behalf of a third party and excludes any reprints for non English versions which are governed by separate terms and conditions. **"Working Days"** are Monday to Friday.

### 2. Placing an Order and Our Rights

All Reprint Orders are offers and subject to written acceptance by Us. Any Quotation given by the Publisher will be valid for a maximum of 90 days, but is not a contractual offer. The Publisher reserves the right to decline to produce the Reprints following an Order at its absolute discretion and without explanation. Should any such lack of production of Reprints occur due to the act or default of the Buyer (including failing to approve any e-proof copy of a Reprint order in time), then the Reprint Order shall be paid in full unless cancelled in accordance with Clause 6 and therefore subject to the provision of Clause 6.

In relation to any Reprint Order that we may accept from agencies or media buyers, You are contracting with us as a principal rather than on an agency basis notwithstanding that you may be acting as an agent for the owner of the or acting in a representative capacity.

In no circumstances does the placing of Reprint order confer the right to renew on similar terms. We may reject any future Reprint orders for any reason whatsoever.

### 3. Fulfilling Your Reprint Order

We will produce an e-proof of the Reprint which will be sent to You, so that you can confirm it is the correct article, it includes any required codes and/or disclaimers, and does not contain any fundamental errors which You must confirm you approve or otherwise advise us of your objections, based on the above requirements only.

We will use reasonable endeavours to produce Your Reprints and post this to you within 15 Working Days from acceptance of the Reprint Order (subject to You approving the e-proof of the Reprint in 2 Working Days of receipt). Postage time will depend on your location. If however You have ordered a rush Order this will be reduced to 5 Working Days. We do not however warrant deliver times.

### 4. Your Obligations

It is a material term of this contract that:

- You adhere to our requirements around use of the Reprint which are:
  - the paper Reprints are not sold on nor in any other Commercial Use made of them, other than by mere distribution of them as supplied, which may promote your goods or services directly or indirectly;
  - no advertising or sponsorship is included on the Reprint, however a folder is put which is branded with Your or Your products is permitted;
  - no adaptation, or amendment is authorised once e-proofs are accepted by You and the Publisher;
  - no photocopying or other adaptation or reproduction (in any media or any form, including extractions) is permitted; and
  - all rights not expressly granted are reserved by the Publisher.
- You make payment of the fees in accordance with Clause 5 within the timings specified therein.

The Buyer will fully indemnify the Publisher fully in respect of any claims, costs, proceedings, demands, losses, damages, expenses or liability howsoever arising, directly or indirectly as a result of any breach or any performance of any of the representatives warranties or other terms contained herein or implied by law.

### 5. Reprint Rates and Payment

Payment for the Reprints shall be the rate specified in the Quotation in pounds sterling and are unless otherwise stated are, quoted ex VAT (which will be added if applicable, at the prevailing rate) and are due 30 days from our invoice. Payment may be made to the Purchaser by cheque, credit card, BACS and CHAPS. We may at our absolute discretion subject any Buyers to credit checks to determine either whether we wish to offer you credit terms or whether we will require pre-payment in advance of placing any Reprints. If we do wish to offer you any credit, we may require guarantees or other security as a condition of acceptance of that credit or any specific orders You may submit. We reserve the right to withdraw any credit for future orders that we may have granted you in the past prior to acceptance of any new Reprint order You may place.

Where credit has been agreed, time due for payment shall be no later than the payment date shown on our invoice to you (which may change from time to time). Revisions to invoice payment dates will be included on Your invoices, so You must check each invoice. Payment must be received by us at our principal place of business or into our bank account by that date. Should You or your bank fail to make payment within the time specified above, we may impose an administrative charge of £20 per 15 days thereafter up to a maximum cap of £40 for debts under £1000 and £70 for debts over £1000 per Reprint Order and charge interest on the overdue amount invoiced to you at the rate of 8% above the base rate of the Bank of England accruing from day to day including the day on which payment was due before and after judgement. Any such additional charges will be invoiced and payment of new invoices shall be due as specified in the invoice.

In the event that the original payment is not received by Us by a due date set out above, we may revoke any credit terms and limits for any future orders that we may choose to accept. We reserve the right to withdraw credit arrangements from You at any time.

### 6. Cancelling or Amending Orders

If the Buyer wishes to cancel or amend their Reprint Order the following shall apply:

- Where an e-proof has been produced but the Reprints have not been printed (unless we have committed to printing and cannot withdraw that) You may cancel Your Reprint Order, if notice is received by Us in writing by post or email to the BMJ Group offices before we have committed to printing and You shall be liable only for our costs in producing the e-proof.
- Reprints which have been printed or committed to print may be cancelled if notice is received by Us in writing by post or email to the BMJ Group offices. However You will be liable for payment of the Reprints in full less any delivery costs if these have not yet been incurred or committed for and therefore does not warrant delivery times.

### 7. Publisher's Liability

The Publisher will endeavour to ensure that all Reprints are produced in accordance with reasonable industry standards within the agreed timeframes. You understand however that the Publishers may be subject to delays caused by its suppliers (such as printers or postal providers) and therefore do not warrant delivery times.

Very occasionally articles do require post publication withdrawal or amendments for legal reasons and You agree these may occur prior to delivery of Your Reprint Order. Should there be a withdrawal You will be refunded any payment made in full but otherwise You shall not be entitled to any further payments from Us.

If any amendment is substantial, we will contact You to check whether your Reprint Order is required. If not You may cancel Your Reprint Order as a result and we will refund any payments made in full, but otherwise You shall not be entitled to any further payments from Us.

The Publisher will not be liable for in tort contract or clause for any loss of profit, opportunity, goodwill anticipated saving revenue and or any other loss which is indirect consequential or economic from any cause whatsoever (other than as cannot be excluded by law) and the Publishers, maximum aggregate liability for any loss or damage arising out of or in relation to any Reprint Order by or on behalf of the Buyer whether in contract, tort or otherwise, shall not exceed the total amount of the charges for the relevant Reprints paid by or on behalf of the Buyer and received by the Publisher in cleared funds.

Nothing in these conditions seeks to exclude any liability than cannot be excluded by law. Except as set out in these conditions, all conditions, warranties, terms and undertakings express or implied, statutory or otherwise are in respect of the Publishers obligations are excluded insofar as permitted by law.

### 8. Regulation of this Agreement

Neither party shall be liable to the other for any default due to any act of Force Majeure including without limitation any Act of God, threatened war, terrorism or threats of terrorism, war, fire, flood, drought, earthquake, health pandemic, epidemic, strike, lockout, failure of suppliers, paper shortage, telecommunication failure or other event beyond the reasonable control of either party.

You may not assign any rights or obligations owned to us under this agreement without Our prior written consent.

Any changes to these terms and conditions must be agreed to in writing (which shall include e-mail) and no modifications shall be binding unless so evidenced in writing.

To the fullest extent permitted by law, these terms and conditions shall constitute the entire agreement between You and Us relating howsoever to the Reprints and shall supersede all prior understandings, commitments and undertakings that either of us may have given.

Any notice under this agreement may be delivered personally, sent by first class/airmail post to the stated address of the other party (which may be modified from time to time if provided in writing to the other party) or by email to [reprints@bmgigroup.com](mailto:reprints@bmgigroup.com) and such notice shall be deemed to have been received upon delivery in person, or 5 days from the date of posting or upon the day of sending of the email.

Except as expressly provided in these terms and conditions, no provision shall confer any right on any third party. To the fullest extent permitted by law, You and Us hereby exclude any rights under the Contracts Rights of Third Parties Act 1999.

If any provisions of these terms and conditions shall be invalid or unenforceable, and shall not affect any other provision which shall remain in full force and effect.

These terms and conditions are governed by English Law. We agree that the English Courts shall have exclusive jurisdiction (subject to the following sentence) to settle any dispute which may arise out of these terms and conditions and submit all disputes to the jurisdiction of these courts. However, the Publisher shall at its option retain the right to bring proceedings in the courts of the country (or State) of the Buyers place of business.