

GENERAL CONDITIONS

As used in this section entitled GENERAL CONDITIONS, the term publisher shall refer to Soundings Publications, L.L.C., D/B/A Woodshop News. All insertion orders are accepted subject to provisions of our current rate cards. Rates are subject to change upon notice from publisher. Should a change in rates be made, space reserved may be canceled by the advertiser or its agency at the time the change becomes effective without incurring short-rate charges, provided the advertisements published to the date of cancellation are consistent with the appropriate frequency or volume rate. Advertisements are accepted upon the representation that advertisers and their agencies have the right to publish the contents thereof. In consideration of such publication, advertiser and its agency agree to indemnify and hold Publisher harmless against any expense or loss by reason of any claims arising out of publication. All contents of advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time without cause. Publisher reserves the right to insert the word advertisement above or below any copy. Advertisements not received by final closing date will not be entitled to the privilege of O.K. or revision by advertiser or its agency. Publisher may use prior ad material if new material is not received on time. Cancellation or change in orders may not be made by the advertiser or its agency after the reservation closing date. Ad materials will be stored for six months from the date of Publisher's receipt and then destroyed unless advertiser requests the return of materials in writing prior to that date. Positioning of advertisements is at the discretion of publisher except where a request for a specific preferred

position is acknowledged by publisher in writing. Material must be received by material closing date or position may be lost. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. Publisher's liability for any error will not exceed the cost of the space in which the error occurs. Advertiser must report such errors or omissions within seven days of the publication date. Publisher shall have no liability for errors in key numbers, advertisers' index, product index (if applicable) or ad copy typeset by publisher.

INABILITY TO PERFORM: Publisher is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of publisher affecting production or delivery in any manner.

PAYMENT: Bills are rendered monthly. Advertiser agrees to pay all amounts due Publisher upon the date of receipt of invoice. If payment is not received within thirty (30) days after receipt of invoice for any charges, Publisher may, at its discretion, cancel Advertiser's future advertising, and charges for all prior advertising used by Advertiser will become immediately due and payable, in addition to all other charges or legal costs provided herein. Claims for billing errors must be made in writing within five (5) days after receipt of invoice.

Publisher shall have the right to hold Advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher for advertising which Advertiser or its agent ordered and which was published.

SERVICE CHARGE: A service charge of 1-1/2% per month (18% per year) or the maximum allowed by law, will apply to balances past due.

This agreement shall be governed and construed in accordance with the laws of the State of Virginia. In the event that commercial collection or legal proceedings be instituted by Publisher to collect any amounts due under the agreement, advertiser agrees to pay reasonable attorney's fees or collections fees of 20% of the unpaid balance plus any other court costs and charges incurred.

COMMISSIONS, DISCOUNTS & RATE TERMS

COMMISSION: 15% allowed to recognized advertising agencies on space, color and position, provided materials are complete and requiring no additional production and invoice is paid within 30 days of invoice date. Not allowed on production of classifieds. Invoices are billed net.

CONTRACTED FREQUENCY DISCOUNTS: Must be earned within a 12 month period.

CASH DISCOUNT: 2% cash discount on invoices paid within 10 days of invoice date.

RATES: Short-rate bills will be issued throughout the year on cancellation or when frequency discount cannot be earned. Rebates or credit memos covering better than anticipated frequency discount will be issued as soon as earned. No conditions other than those set forth in this rate card shall be binding on the Publisher unless specifically agreed to in writing by Publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with provisions of this rate card. Conditions other than rates are subject to change by Publisher without notice.