

Terms and Conditions of Advertising Space Sales:

1. The publication of an advertisement is conditional upon the return to the Publisher's address of the order confirmation signed by an authorized person and stamped with the Client's company stamp.
2. The Publisher guarantees the stability of advertising rates until the end of the calendar year for irrevocable orders placed before the date of a rate change. The rates published in the rate card do not include the preparation of the project and graphic design of the advertising.
3. The Client shall deliver, at its own cost, a model of the original and a ready advertisement in an electronic form – in accordance with the technical requirements and advertisement sizes specified in the rate card.
4. The Client shall be liable for losses caused by the delivery of materials of inadequate quality, delay in delivering or failure to deliver resulting in the advertisement not being published. In such cases, the Client shall be required to pay liquidated damages in the amount of 100% of the value of the service ordered.
5. Advertising materials shall not be returned unless specifically requested by the Client within three months of the last publication.
6. The Publisher does not guarantee the Client that its advertisement will be published on a specific, ordered page or that an advertisement of a competitor will not be published next to the Client's advertisement unless the parties concerned enter into a relevant agreement that regulates these matters otherwise.
7. The Publisher reserves the right to refuse to make and present any content or graphic materials which, in his opinion, may be deemed to violate the law, good manners, feelings, including religious feelings as well as third parties' laws, and may be incompliant with the editorial line of the magazine as well as its image and brand.
8. The Publisher guarantees that in the event of the occurrence of circumstances (whether within or beyond the Publisher's control) which prevent the publication of the advertisement in a uniform uninterrupted cycle, the advertisement will continue to be published as appropriate to exhaust the number of insertions as per the order placed.
9. The placed order may be cancelled before the deadline for the submission of orders for a particular issue as specified in the rate card under „Deadlines – orders”. Orders regarding any cover page of the magazine cannot be cancelled.
10. If the Client withdraws an advertising order during its fulfilment, the Publisher shall be entitled to reduce the discounts to the amount equal to the amount of discount applicable to the number of insertions of the advertisement which have been run, in accordance with the current rate card.
11. The Client, giving the Publisher any materials intended for publication, declares and warrants that he is the sole owner of the copyrights and related rights of the materials (herein: Materials) as a whole and all the works, trademarks and images being their integral part, transferred to Motor-Prese Polska, and of which rights he can freely dispose of and use, and the use of the Materials will not threaten or infringe any rights of third parties, in particular, will not infringe their property and personal copyrights and related rights (including rights to the images), and he ensures that he has satisfied or will satisfy to the date of the publication of particular Material, all related rights of third parties in connection with its contents and there are no obstacles to use the Materials in accordance with the submitted Order and these regulations.
12. The client/ Advertiser declares the advertisement passed to publication is lawful.
13. The Publisher shall not be liable for the contents of the advertisements it publishes. The Parties exclude any liability of the Publisher related to the publication of an advertisement and its contents. The sole responsibility in this respect to the full extent permitted by law, is of the Client. In the event of any requests or claims arising from the fact of publication of the ordered advertisement filed by a third party to the Publisher, the Client shall compensate the Publisher, as solely responsible, for any costs incurred in connection with the compensation claims filed against him, releasing the Publisher from all obligations that will arise in this respect, in particular, the Client will substitute the Publisher in the event of any pending proceedings, including negotiations, judicial or administrative. In the case when there is a base to challenge the assurances of the Client contained in this section, the Publisher has a right to revoke his declarataion of acceptance of the order for the publication of an advertisement, referring to the significant mistake caused by the Client, and concerning the subject of the order.
14. Immediately after the publication of an advertisement, the Publisher shall issue and deliver an invoice, on the basis of which the Client shall pay the amount due thereunder within fourteen days of the receipt thereof by bank transfer to the following account

BANK PEKAO S.A. o/Wrocław Rynek 1
nr konta: 32 1240 6814 1111 0000 4939 3330
15. The Client has no right to share the booked space with third parties without the consent of the Contractor, even if such sharing remains without effect to the obligations of the Client to the Contractor.
16. In matters not covered by this order, relevant provisions of the Civil Code, the Law on Press and the Law on copyrights and related rights shall apply.