1. 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/or Services") and, along with the relevant Elsevier order acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any and all prior agreements or representations made by Elsevier or its agents or employees口头的 or oral. Elsevier does not grant to the Client any additional rights to the Products or Services that are not expressly specified in the TC or in any other written document signed by Elsevier.

2. Variations
Any variations to the TC and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for death or personal injury, subject to any condition which would otherwise be void or unenforceable.

3. Products and Services
Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Elsevier. If Elsevier does not deliver the Products or Services to the Client or commences performance of the Services for the Client, all product orders are accepted subject to availability of the Products. Unless otherwise expressly agreed by Elsevier in writing, representation and warranties that it is a product or service is not intended to be a warranty that any Product or Service is suitable for any particular purpose or that it will perform in accordance with a particular specification. Each Product is sold to the Client that contains third party software or other such a sale may be subject to additional license terms.

4. Payment
Payment for all products shall be made in accordance with the written instructions of Elsevier and unless otherwise agreed in writing, payment shall be due on delivery of the Products or delivery of the Services. The Client shall make all payments due under the TC, including without limitation all bank and foreign exchange charges.

5. Rejection or return
Unless otherwise agreed in writing, payment shall be effected within thirty (30) days of the invoice date in the currency invoiced. The Client shall not be entitled to refuse to accept delivery of the Products subject to the Client remaining liable for all costs and expenses incurred by Elsevier in respect of such Products or for the full price of such Products. Elsevier reserves the right to charge the Client the full costs of re-delivery or of storage of Products that the Client has refused to accept.

6. Force majeure
If, by reason of any event beyond Elsevier's reasonable control, including (but not limited to) acts of God, war, terrorism, strike, lockout, labor dispute, strikes, lockouts, labor disputes, failure of a third party to perform, and such inability to perform shall not make such party liable to any other party. The party subject to any force majeure shall use good faith efforts to comply as closely as possible with the provisions of the TC. The party subject to any force majeure shall promptly notify the other party in writing of the nature of the event and its expected duration.

10. Advertisements
The Client hereby acknowledges that any advertisement and/or sponsorship agreement is created in electronic form (or such other form as specified by Elsevier) and within the relevant deadline set by Elsevier (the "Closing Date"). If the Client does not receive a reply within the Closing Date, the Client will not be entitled to make any complaints. If the Client wishes to make any changes to an advertisement, it must be made in writing and received by Elsevier before the Closing Date.

11. Audit
Client shall allow Publisher's authorized representative at any reasonable time to have access to Client's office for the purpose of inspecting Client's books, facilities and records to verify Client's compliance with the TC.

12. Compliance with laws
Client agrees that all advertising offered and delivered must strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") in relation to its duties, obligations and performance under this Agreement, including, without limitation, the REKLX Suppliers Code of Conduct and any other laws, statutes, ordinances, codes, regulations, standards and judicial and administrative orders applicable to Client, its agents, sales representatives or others acting on its behalf. Client shall not, alone, and not in conjunction with any other person or company, do anything or cause to be done any act that is prohibited by any law. Client shall remain liable for all costs and expenses incurred by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC, whether for death or personal injury or otherwise.

13. Distribution & Returns
If the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred as a result of the order being cancelled or suspended and any other costs to which Elsevier is entitled to recover. Any cancelled advertisement will not be returned.

14. Violation of representations
If, by reason of any act or omission by the Client or any Affiliate (other than the Client) or for any reason which is not attributable to the Client or any Affiliate, a representation or any duty of any kind is not fulfilled, Elsevier shall be entitled to refuse to supply any Client who has exceeded its current credit limit. Legal and beneficial title in any tangible or intangible property (whether owned by Elsevier or third parties) is solely the responsibility of the Client, and Elsevier shall not be held responsible for any such failure.

15. Indemnification
Each party will hold the other party harmless from and against all claims, demands, liabilities, losses, expenses, damages or costs (including reasonable attorneys' fees and costs) arising from or relating to any breach of the obligations and agreements of such party under the TC, its violation of any other agreement, suit, action, proceeding or charge, which suit, action, proceeding or charge terminates in a judgment or settlement against such party.

16. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom and the Courts of England and Wales shall have exclusive jurisdiction in respect of any claim or dispute arising out of or connected with this Agreement.

17. Partial Validity
If any term of this Agreement is found to be invalid, void or unenforceable, whether by reason of law or otherwise, such term or condition shall be severed and the remainder of the Agreement shall continue in force as if such term or condition had not been included. If any term of this Agreement is found to be invalid, void or unenforceable, the same corporate domicile. The Client agrees to indemnify and to hold Elsevier harmless from and against any loss suffered by Elsevier resulting from any breach of the representation and warranty contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate representation or any duty of any kind. The Client agrees to indemnify and to hold Elsevier harmless from and against any loss suffered by Elsevier resulting from any breach of the representation and warranty contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate representation or any duty of any kind.