

General Terms and Conditions for Advertisements, Supplements, Digital and Online Advertising

§1 Validity, Exclusion

1. For the acceptance and publication of all advertising orders and follow-up orders these General Terms and Conditions are exclusively applicable, together with the publisher's price list valid at the time the contract is concluded, whose regulations constitute an essential element of the contract. The validity of any General Terms and Conditions of the contracting party, to the extent that they do not correspond to these General Terms and Conditions, is excluded.

2. These General Terms and Conditions apply equally to orders for supplements. Supplements shall only be accepted by the publisher following conclusion of a sample and checking by the publisher.

§ Offer, Conclusion of Contract

1. Orders for advertising material may be made in person, by telephone, in writing, by fax, by email or via the internet. The publisher is not liable for transmission errors.

2. Contract shall not be deemed to have come about until the publisher issues an order confirmation in writing. The price list valid at the time the order is placed shall apply.

3. At the advertiser's desire and discretion it shall be authorized to decline orders and individual releases of advertisements that occur under an overall conclusion of contract. This particularly applies if their contents violate laws or official stipulations, or were considered objectionable by the German Press or Advertising Council in a complaints procedure, or if their publication is deemed unacceptable to the publisher due to their content, origin or technical format or, due to their format or presentation, would lead the reader to believe that they constitute editorial content, or if they contain advertisements by third parties. The publisher shall make its refusal known immediately upon acquiring knowledge of the relevant contents.

§3 Contract Implementation

1. Orders must be completed within one year of conclusion of contract, commencing with the first placement (publication) of the advertising material.

2. The customer shall in good time supply the publisher with all content, information, data, files and other materials ("copy") that are necessary for the advertising material, and these shall be complete, free of errors and viruses and shall conform to the contractual agreements. If copy is transmitted digitally to the publisher (e.g. by CD-ROM or e-mail) it must be exclusively in locked files, i.e. in files in which the publisher is unable to alter the contents. The publisher shall assume no liability for the faulty publication of advertising material which has been sent in open files (e.g. in files saved in Corel Draw, QuarkXPress, Firehand), files which belong together must be sent or saved in a common directory (folder). In the event that the customer digitally transmits print copy for color advertisements, the customer shall, at the same time, supply a color proof and proof protocol or measurement protocol. Should the customer fail to comply with this stipulation it shall not be entitled to compensation in respect of any color variations which may occur. The customer warrants that all files supplied are free of computer viruses. The publisher shall retain the right to delete files containing computer viruses. No claims on the part of the customer shall derive from such action. In addition, the publisher reserves the right to bring claims for compensation in the event that computer viruses result in additional damage to the publisher. The publisher shall immediately demand replacement of clearly unsuitable or damaged copy. Copy shall only be returned to the customer if specifically requested. Failing this, it shall become the property of the publisher. The obligation to store all documents which are sent expires three months after publication of the respective order.

3. Costs for the production of ordered copy, films or drawings shall be borne by the customer, which shall also bear all costs for changes to originally agreed versions requested by the customer or for which the customer is responsible.

4. Proofs shall only be supplied upon express request. The customer shall bear the responsibility for the correctness of the returned proof. In the event that the proof is not returned to the publisher on time, the customer shall be deemed to have authorized the advertising material.

5. Upon request the publisher shall furnish an advice of the advertising material together with the invoice. In the event that such an advice can no longer be obtained, the publisher shall instead send confirmation that the advertising material has been published and disseminated.

6. The design and labelling of advertorial styled advertising material must be agreed with the publisher in a timely manner prior to publication. Text-style advertisements must be distinguishable from the magazine text by their typeface. The publisher shall be entitled to clearly label advertising materials as advertisements if they are not recognizable as such.

7. Replies sent to box number advertisements are kept up to four weeks following publication of the relevant advertisement and are sent to the customer by regular mail (even if said replies have been sent by express or registered mail). Notwithstanding this, the publisher assumes no responsibility for the safekeeping and timely forwarding of the offers.

8. The advertising deadlines and publication dates stated in the price list are non-binding for the publisher. The publisher is entitled to adjust them at its notice to suit the current requirements.

9. Orders may only be cancelled in good time, no later than the advertising deadline, and in writing, by fax or by e-mail. Customers must pay for advertisements which have already gone to press. Otherwise, the publisher may demand reimbursement for any costs incurred until the cancellation notification, in accordance with statutory regulations.

10. The customer is responsible for the content and the legal permissibility of the advertising material. The customer indemnifies the publisher from any claims of third parties stemming from the publication of the advertising material, including reasonable costs for legal defense. The publisher is not obliged to verify whether advertising material affects the rights of third parties. In the event that the publisher e.g. becomes obliged by a court ruling to print a correction or revision due to the released advertising material, the customer shall effect payment for said publication per the currently valid price list.

11. Advertising agencies are obliged, in their offers, contracts and invoices to those running the advertisements, to adhere to the price list of the publisher. The commission paid by the publisher is calculated based on the net charge to the customer, i.e. following deduction of any discounts, bonuses and discounts due to defects. A commission shall only apply to orders from third parties. The commission is only paid to advertising agencies recognized by the publisher and provided that the order is placed directly by the advertising agency, and that said advertising agency is responsible for furnishing the finished and ready-for-press printing copy and has registered its business as an advertising agency. The publisher is entitled to refuse orders from advertising agencies if there are doubts as to the professional practice of the agency or its creditworthiness. Orders by advertising agencies shall be made in their name and at their own expense. To the extent that advertising agencies place orders, in the event of doubt the contract shall arise with the advertising agency. If an advertiser is to be the customer, this must be agreed separately and with the name of the advertiser explicitly stated. The publisher is entitled to require the advertising agency to produce proof of its mandate.

§4 Prices, Conditions of Payment, Discounts

1. The price for the publication of advertising material is based on the price list valid at the time the order is placed. The publisher may apply prices which differ from those in the price list for advertorial styled advertising material, supplements, special publications and collections, as well as for advertising material ordered following the expiration of advertising deadlines. Price changes in respect of orders already placed may be applied to companies if the publisher has notified them thereof at least one month prior to publication of the advertising material. In the event of a price increase, the customer shall have the right to withdraw from the contract. The right of withdrawal must be exercised in written form within 14 days of receipt of notification of any price increase.

2. The discounts specified in the price list are granted solely to the customer and only for the advertising material placed over the course of one year ("advertisement year"). Frequency discounts are only valid within an advertisement year. Unless otherwise agreed, the term commences with the placement of the first advertising material.

3. If an order is extended, the customer shall be entitled to a retroactive discount, provided that the basic order was originally eligible for a discount. Said entitlement shall lapse if not claimed within one month of expiry of the advertisement year. If an order fails to reach the forecast order volume, the excess discount granted shall be subsequently invoiced to the customer.

4. Unless otherwise agreed, following receipt of the invoice orders shall be paid for within the period specified in the price list. The so-called pre-notification deadline after the SEPA Core Direct Debit has been shortened to six days. In the event of payment default, dunning and collection expenses shall be charged to the contracting party. In the event of payment default, the publisher shall be authorized to defer delivery on a current contract until payment is made, as well as require advance payment. In case of reasonable doubt concerning the customer's ability to pay, the publisher shall be authorized, to include during the term of an overall contract, to deviate from an originally agreed due date of payment and to make the publication of further advertising material dependent on advance payment and the settlement of outstanding invoiced amounts. Erroneous invoices may be corrected by the publisher within six months of issue.

5. All prices exclude statutory VAT amounts on the day the invoice is issued.

6. For orders from abroad which are not subject to VAT, the invoice shall be issued without VAT. The publisher is entitled to charge VAT retroactively should the tax authorities confirm that the advertising order is subject to taxation.

7. In the event of a decrease in circulation, if the customer has concluded a contract for multiple advertising materials it shall be entitled to a discount if, as an overall average for the advertisement year which commences with the first placement, circulation falls short of the average circulation quoted in the price list or elsewhere, or – if no circulation is specified – falls short of the average circulation sold (if sales figures are not available, then the average actual circulation) in the previous calendar year. A decrease in circulation shall only constitute a defect entitling the customer to a discount if a specified circulation was underachieved by at least 20%.

Any other entitlement to price reductions on contracts is excluded if the publisher has notified the customer of the reduction in circulation in such timely manner that the customer was able to withdraw from the contract prior to publication of the advertising material. Said entitlements to price reductions for customers who are business persons lapse 12 months after publication of the advertising material.

§5 Warranty for Defects

1. No warranty is made for inclusion of advertising material in certain issues or editions, or in certain positions.

2. In the event the customer fails to follow the recommendations of the publisher regarding the creation and provision of copy, the customer shall have no claims in respect of faulty publication. This shall also apply in the event that the customer fails to observe the other provisions of these General Terms and Conditions or the price list.

3. Complaints must be lodged by the customer in respect of obvious defects not later than two weeks following receipt of invoice. The customer must lodge complaints confirm that the advertising order is subject to taxation. In the event the advertising material has been reproduced with defects – despite prompt delivery of error-free copy and complaint in good time – the customer may demand a substitute placement appearance of the material without defects (subsequent fulfillment), however only to the extent that the purpose of the advertising material was adversely affected. The entitlement to subsequent fulfillment is excluded if the publisher would incur disproportionate costs as a result. In the event the publishing company is given a reasonable time limit and allows it to expire, or refuses to perform subsequent fulfillment, or the customer cannot be expected to accept subsequent fulfillment or said fulfillment is unsuccessful, the customer shall have the right to withdraw from the contract or bring a claim for a price reduction, to the extent that the purpose of the advertising material has been adversely affected. Withdrawal for minor defects is excluded. Warranty claims from business persons shall lapse 12 months following publication of the advertising material.

4. In the event that defects in the copy are not immediately apparent but become apparent during processing, the customer shall bear the additional associated costs or losses incurred during production. In the event that defects in the copy are not obvious, the customer shall have no claims in respect of inadequate publication. The same shall apply to errors in repeated placements of advertising material if the customer fails to draw attention to said errors in good time prior to publication of the next placement.

5. The publisher accepts no responsibility for the accuracy of the quantities or qualities of the material that the customer claims to have supplied (bound inserts, supplements etc.).

§6 Liability

1. Claims for damages by the customer against the publisher are excluded, irrespective of the legal grounds, in particular claims arising from delays, breach of contractual obligations, violation of the industrial property rights of third parties and tortious actions. This liability exclusion shall not apply in the event of intent or gross negligence on the part of the publishing company, its representatives and vicarious agents, or in the event of original claims for damages arising from a contractual obligation which is material to the fulfillment of the contractual purpose, or in the event that the claims for damages arise from a warranty of quality, in the event the publisher is liable on the merits, the claim for damages is limited to the foreseeable losses. This liability exclusion shall not apply in the event said damages were caused by intent or gross negligence by the publishing company, its representatives and vicarious agents, or if claims for damages are based on the Product Liability Act, or arise in connection with injury to life, limb or health. To the extent that the publisher's liability is excluded, this shall also apply to the personal liability of its salaried and non-salaried employees, representatives, bodies and vicarious agents. All claims for damages against the publisher expire 12 months after the point in time at which the customer became aware or should have become aware of the circumstances substantiating the claim.

2. In the event of force majeure and industrial dispute actions which are not the fault of the publisher, the publisher is freed from the obligation to fulfill the order; no claims for damages shall arise from this.

§7 Granting of Rights

The customer warrants that it holds all rights necessary for the placement, publication and dissemination of the advertising material. The customer grants the publisher the necessary copyright, usage and performance protection rights and other rights which permit the use of the advertising material for its intended purpose in the relevant advertising media, in particular the rights necessary for duplication, dissemination, transmission, dispatch, processing, presentation in the public domain, storage in a database, retrieval from a database and provision for download, in terms of copyright and other rights necessary for the execution of the contract. The aforementioned rights are in all cases granted without geographical restriction and confer authorization for placement by all known technical methods and in all known forms of advertising media.

§8 Storage of Customer Data

Within the scope of business relations, the publisher stores customer data with the help of electronic data processing in accordance with the statutory provisions of the Federal Data Protection Act. The publisher shall be entitled to forward gross advertising sales and comparable relevant data of the customer at the product level for publication purposes to companies whose business is the collection and evaluation of such information. This data will be aggregated there and communicated to the market in anonymized format.

§9 Place of Performance, Place of Jurisdiction

The Law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws. The place of performance is the publisher's registered office. The place of jurisdiction for lawsuits against merchants, legal persons under public law or special funds under public law shall be the publisher's registered office.

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