2. The customer shall in good time supply the publisher with all content, information, data, files and other materials ("advertisement year") specified in the general terms and conditions of the contract, 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 submission of a sales order by the customer.

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. If the publisher chooses 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 accepted only if they are recognized by the publisher and provided that the order is placed directly by the advertising agency, and that said advertising agency is responsible for the content and authorization of the advertising material. The customer shall effect payment for said publication per the currency valid at the time of the order. In the event of force majeure and industrial disputes 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.

2. 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 is not identifiable as an advertisement if they are not recognizable as such.

2. 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 advertising year: if an order fails to reach the forecast order volume, the excess discount granted shall be subsequently invoiced to the customer.

2. The customer shall be entitled to have the invoice order volume and 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 and other contracts with the same customer. 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 the advertising material dependent on advance payment and the settlement of outstanding invoiced amounts. Damages and incorrect invoices may be corrected by the publisher within six months of issue.

2. If all prices exclude statutory VAT amounts on the date the invoice is issued. For orders from abroad, which shall be subject to VAT. The invoice is deemed to be charge VAT retroactively should the tax authorities confirm that the advertising order is subject to VAT.

2. In one event the customer has concluded a contract for multiple advertising materials it shall be entitled to a discount if, as an average overall for the advertising 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).

2. Any other entitlement to price reductions on contracts is excluded if the publisher has notified the customer of the reduction in circulation in such a timely manner that the customer was able to withdraw from the contract prior to publication of the advertising material.

2. Said entitlements to price reductions for customers who are business persons lapses 12 months after publication of the advertising material.

2. The discounts for advertisements 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.

2. Complaints must be lodged by the customer in respect of obvious defects not later than two weeks following receipt of invoice. 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 is not adversely affected. 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 publisher, or in the event the customer was not able to verify whether advertising material affects the rights of third parties. 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 lapses 12 months following receipt of the advertising material.

2. In the event that defects in the copy are not immediately apparent but become apparent during processing, the customer shall bear the additional costs and damages resulting from the expiration of advertising deadlines. In the event of payment default, the publisher is entitled to demand collateral security in the form of a bank or insurance guarantee or a deposit. The customer is entitled to have the invoice order volume and 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 and other contracts with the same customer. 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 the advertising material dependent on advance payment and the settlement of outstanding invoiced amounts. Damages and incorrect invoices may be corrected by the publisher within six months of issue.

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

5. For orders from abroad, which shall be subject to VAT. The invoice is deemed to be charge VAT retroactively should the tax authorities confirm that the advertising order is subject to VAT.

5. In one event the customer has concluded a contract for multiple advertising materials it shall be entitled to a discount if, as an average overall for the advertising 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).

5. Any other entitlement to price reductions on contracts is excluded if the publisher has notified the customer of the reduction in circulation in such a timely manner that the customer was able to withdraw from the contract prior to publication of the advertising material.

5. Said entitlements to price reductions for customers who are business persons lapses 12 months after publication of the advertising material.

5. Warranty for Defects

1. Claims for damages by 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 publisher, the publisher's vicarious agents, or in the event of ordnungen when the publisher's negligence is the result of contractually unjustified behavior or fraudulent concealment.

5. 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 advertising year: if an order fails to reach the forecast order volume, the excess discount granted shall be subsequently invoiced to the customer.

5. If all prices exclude statutory VAT amounts on the date the invoice is issued. For orders from abroad, which shall be subject to VAT. The invoice is deemed to be charge VAT retroactively should the tax authorities confirm that the advertising order is subject to VAT.

5. In one event the customer has concluded a contract for multiple advertising materials it shall be entitled to a discount if, as an average overall for the advertising 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).

5. Any other entitlement to price reductions on contracts is excluded if the publisher has notified the customer of the reduction in circulation in such a timely manner that the customer was able to withdraw from the contract prior to publication of the advertising material.

5. Said entitlements to price reductions for customers who are business persons lapses 12 months after publication of the advertising material.

5. Liability

1. Claims for damages by 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 publisher, the publisher's vicarious agents, or in the event of ordnungen when the publisher's negligence is the result of contractually unjustified behavior or fraudulent concealment.

5. 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 advertising year: if an order fails to reach the forecast order volume, the excess discount granted shall be subsequently invoiced to the customer.

5. If all prices exclude statutory VAT amounts on the date the invoice is issued. For orders from abroad, which shall be subject to VAT. The invoice is deemed to be charge VAT retroactively should the tax authorities confirm that the advertising order is subject to VAT.

5. In one event the customer has concluded a contract for multiple advertising materials it shall be entitled to a discount if, as an average overall for the advertising 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).

5. Any other entitlement to price reductions on contracts is excluded if the publisher has notified the customer of the reduction in circulation in such a timely manner that the customer was able to withdraw from the contract prior to publication of the advertising material.

5. Said entitlements to price reductions for customers who are business persons lapses 12 months after publication of the advertising material.

5. Granting of Rights

1. The customer warrants that it holds all rights necessary for the placement, publication and dissemination of the advertising material. The customer is also responsible for the image quality of the image material and transmission 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 law or in the execution of a technical or commercial process for the benefit of the publisher. All rights specified in the law, such as geographical restriction and confer authorization for placement by all known technical methods and in all known forms of advertising media.

5. Storage of Customer Data

Within the scope of these 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.