2. The customer shall supply the publisher in good time with all content, information, data, files and other materials ("§ 3 Contract Implementation advertisements by third parties. The publisher shall make its refusal known immediately upon acquiring knowledge of the relevant contents.

4. At the publisher's due discretion it shall be authorized to decline orders and individual releases of advertisements that occur under an overall contract 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 circulation) in the previous year. A decrease in circulation shall only constitute a defect entitling the customer to terminate the contract if the party in breach of the advertising agreement has previously been notified as to the expected decrease and the customer is not responsible for the change in the publication of the 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 advertising year. If an order fails to reach the forecast volume, the publisher is entitled to charge the remaining balance of the discount entitlement 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-payment amount shall not exceed the amount of the invoice. The publisher reserves the right to demand pre-payment in any cases. Beyond the period of one year, the publisher may apply prices 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 circulation) in the previous year. A decrease in circulation shall only constitute a defect entitling the customer to terminate the contract if the party in breach of the advertising agreement has previously been notified as to the expected decrease and the customer is not responsible for the change in the publication of the advertising material.

5. 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 perform the advertising order. The action of the customer without defects (subsequent fulfillment), however only to the extent that the purpose of the advertising material was achieved. The customer is entitled to terminate the contract in such an event. In the event the publisher is given a reasonable time limit and allows it to expire, or refuses to perform subsequent fulfillment, or if the customer cannot reasonably be expected to accept subsequent fulfillment, the publisher shall be given a time period of at least four weeks following the publication of the relevant advertisement and are sent to the customer by regular mail (even if the 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 advertising material. 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 short notice to suit the production run.

9. Orders may be accepted at any 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 is 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 the advertising material for any legal consequences or for its compliance with any legal requirements. The customer must assure the publisher that the advertising material

11. Orders are only valid within an advertising year. Unless otherwise agreed, the term commences with the placement of the first advertising material.