

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 as well as the publisher's price list currently valid at the time the contract is concluded, whose regulations form an essential element of the contract itself. 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 supplements. These are only accepted by the publisher after submission of a sample and after checking by the publisher.

§ 2 Offer, Conclusion of Contract

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

2. A contract is not concluded until the publisher issues his confirmation of the order in writing. The price list valid at the time of the conclusion of the contract applies.

3. At the publisher's dutiful discretion it shall be authorized to decline orders as well as individual releases of advertisements that occur as part of an overall conclusion of contract. This particularly applies if the contents of these violate laws or official stipulations or were considered objectionable by the German Press or Advertising Council in a complaints procedure, or the publication of these is deemed unacceptable to the publisher or their content, by their nature, by their form or by their presentation would lead the reader to believe that they constitute editorial content, or if they contain advertisements by third parties. The publishing company will immediately state its refusal as soon as it has gained knowledge of the respective contents.

§ 3 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 awarded. The publisher may apply prices which differ from those in the price list for advertising material, supplements, special publications and collections for which the publisher has provided editorial content, plus advertising material sold after copy deadlines. Price changes in respect of orders already awarded can be applied to companies if the publisher has increased its prices within one month prior to the publication of the advertisement. If the publishing company increases its prices, 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 defined in the price list are granted solely to the customer and only for the advertising material appearing over the course of one year ("advertisement year"). Repeated discounts are only valid within an advertisement year. If not agreed otherwise, the term commences with the placement of the first advertising material.

3. In order to 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 settled within the period shown on the price list. 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 can defer delivery on a current contract until payment and require advance payment. In case of reasonable doubt concerning the contracting party's ability to pay, the publisher is authorized to deviate from an originally agreed due date of payment and to make the publication of further advertising material within the term of a total contract dependent on the advance payment of the relevant fee and the settlement of outstanding invoices. Erroneous invoices can 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 order from abroad which are not subject to VAT, the invoice is issued without VAT. The publisher is entitled to charge VAT retroactively should the tax authorities confirm that VAT is in fact due.

7. In the event of a decrease in circulation, a conclusion of a contract for several advertising materials entitles the customer to a discount, if as an overall average over the advertisement year which commences with the first placement, circulation falls short of the average circulation quoted in the price list or in some other way, or if no circulation is named – falls short of the average circulation sold (if sales figures are not available, then the average actually published circulation) in the previous calendar year. A decrease in circulation only constitutes a deficit which entitles the customer to a discount if a promised circulation was fallen short of 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 good time that the customer was able to withdraw from the contract before publication of the advertising material. Warranty entitlements of customers who are business persons lapse 12 months after publication of the advertising material.

§ 4 Contract Implementation

1. Orders must be implemented within one year of conclusion of contract, commencing with the first placement of the advertising material.

2. The customer shall in good time supply the publisher with all the 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 which the publisher cannot alter the content. The publisher shall have 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 or Photoshop). Files which belong to text documents must be sent or saved in a common directory (folder). If the customer is sending print copy digitally for color advertisements, the customer shall at the same time supply a color proof and a proof / or measurement protocol. Otherwise, the customer shall have no entitlement 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 may delete files with computer viruses without this creating entitlement to claims by the customer. The publisher reserves the right additionally to make claims for compensation if computer viruses cause further damage to the publisher's equipment. In the event of clearly unsuitable or damaged copy being submitted, the publisher shall immediately demand a replacement. The publisher is not liable for any damage to the customer's equipment. The publisher is not liable for any damage to the usual printing quality will be provided for the issue in question, as far as is possible with the copy submitted. Copy will only be sent back to the customer if specifically requested, otherwise it becomes the property of the publisher. The obligation to keep all documents sent expires three months after expiry of the order.

3. Costs for the production of ordered masters, films or drawings are to be borne by the customer, as are costs for significant changes to originally agreed versions requested by the customer or for which the customer is responsible.

4. Proofs are only supplied if explicitly requested. The customer bears the responsibility for the accuracy of the returned proof. If the proof is not returned in time to the publisher, the customer is deemed to have accepted the advertising material.

5. If requested to do so, the publisher will supply an advertising material advice with the invoice. If such an advice can no longer be obtained, the publisher will instead send a confirmation that the advertising material has been published and disseminated.

6. The design and labelling of text-style advertising material must be agreed on with the publisher in good time prior to publication. Text-style advertisements must be distinguishable from magazine texts in their basic typography. The publisher is entitled to label advertising materials accordingly if they are not recognizable as such.

7. Letters sent to box number advertisements are kept for up to four weeks after publication of the advertisement and sent to the customer by regular mail (even if the letters have been sent by express mail or registered mail). However, the publisher does not accept any 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 short notice to suit the production run.

9. Orders can only be cancelled in good time, no later than the advertising deadline and in writing, by fax or by email. If the advertisement has already been sent to press, the customer must pay for the advertisement. Otherwise the publisher may demand the reimbursement of any costs incurred up until the cancellation in accordance with statutory regulations.

10. The customer is responsible for the content and the legal permissibility of the advertising material. He or she indemnifies the publisher from any claims of third parties due to the publication of the advertising material, including reasonable costs for legal defense. The publisher is not obliged to check whether or not advertising material affects the rights of third parties. If the publisher becomes obliged by a court ruling to print a correction or revision due to the released advertising material, the customer must bear the costs of publication in accordance with the 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 intermediary's commission granted by the publisher is calculated based on the net charge to the customer, i.e. after subtraction of discount, bonuses and discounts due to defects. The intermediary's commission is only paid to advertising agencies under contract to third parties and only in respect of advertising agencies which are not subject to advertising agency law. The publisher provides that the order is placed directly by the advertising agency. The advertising agency is responsible for the procurement of the finished and ready-for-printing copies 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 professionalism of the agency's work or creditworthiness. Orders by advertising agencies shall be made in their name and invoiced to them. To the extent that advertising agencies place orders, in case of doubt the contract shall be drawn up with the advertising agency. If an advertiser is to be the contracting party, this must be agreed separately and with the name of the advertiser explicitly stated. The publishing company is entitled to require the advertising agency to provide proof of its solvency.

§ 5 Warranty Defect

1. We accept no liability for publishing advertising material in certain issues or editions or in certain positions.

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

3. Complaints must be asserted by the customer in respect of obvious defects not later than two weeks after receipt of invoice. The customer must issue a complaint about non-obvious defects not later than one year after publication of the relevant printed material. If the advertising material has been delivered to the customer, the publisher is not liable for the appearance of the material without defects (subsequent fulfillment), but only to the extent that the purpose of the advertising material was adversely affected. The entitlement to subsequent fulfillment is ruled out if the publisher would incur disproportionate costs as a result. If the publishing company is set a reasonable period and allows it to expire, if it refuses subsequent fulfillment, if the customer cannot reasonably be expected to accept subsequent fulfillment or if it is unsuccessful, the customer shall have the right to withdraw from the contract or to assert a price reduction to the extent that the purpose of the advertising material has been adversely affected. No withdrawal is allowable for negligible defects. Warranty claims from business people shall lapse 12 months after publication of the advertising material.

4. If defects in the copy are not immediately apparent but become apparent during processing, the customer shall bear the additional costs or losses incurred as a result during production. If defects in the copy are not recognized 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 them in good time before 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. The publisher shall not be liable in respect of claims for damages by the customer against the publisher irrespective of the legal grounds, in particular because of delay, violation of contractual obligations, violation of the industrial property rights of third parties and unlawful acts, unless the publishing company, its representatives and vicarious agents have acted wilfully or with gross negligence or have violated a contractual obligation through simple negligence which is material for the fulfillment of the contractual purpose or if the claims for damages derive from a quality warranty. In the event of a claim for damages given the grounds, the claim for damages is limited to the foreseeable losses. This liability exclusion shall not apply in an instance of willful or culpable act of the event causing the loss was caused through gross negligence by the publishing company, its representatives and vicarious agents. All claims for damages against the publisher expire 12 months after the time at which the customer became aware or should have become aware of the reasons for the claims, apart from claims arising from illegal or injurious acts. If the claims for damages derive from the Product Liability Act, the foregoing liability exclusions shall not apply. The same applies to injury to life, limb or health. Where the publisher is not liable, this shall also apply to his salaried and non-salaried employees, staff, representatives and vicarious agents

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 carry out the order, no claims for damages shall arise from this.

§ 7 Granting of Rights

The customer shall warrant that he holds all the rights necessary for the placement, publication and dissemination of the advertising material. The customer shall grant to the publisher the necessary copyright, usage and performance protection rights and other rights allowing the use of the advertising material for its intended purpose in the relevant advertising media, in particular the rights necessary for reduplication, dissemination, transmission, dispatch, processing, presentation in the public domain, storage in a database, retrieval from a database and provision for download in such terms as may be required and necessary for the execution of the contract. The rights cited above shall be granted unrestricted in all cases as to location and shall create the entitlement to publish the material in all the 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 stipulations of the German Data Protection Law. The publisher shall be entitled to forward gross advertising sales and comparable relevant data of the customer at product level for publication to companies whose business is the collection and evaluation of such information. This data will be collated there and communicated to the market in an 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 public law special assets is the publisher's registered office.

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