

Terms and conditions

General Terms and Conditions of Business for Advertising and Insert Supplements in Newspapers and Periodicals

- 1** "Advertisement order" as used in the following general terms and conditions of business refers to the contract concerning the publication of one or more advertisements by an advertiser in a printed publication for circulation purposes.
- 2** In case of doubt, advertisements shall be released for publication within one year after the publishing agreement is concluded. If the right to release individual advertisements is granted under the terms of an agreement, the order must be carried out within one year after publication of the first advertisement, insofar as the first advertisement is released and published within the time period designated in sentence 1.
- 3** With the closing of agreements, the client is also entitled to release other advertisements, in addition to the number of advertisements named in the order within the time period agreed upon, or that which is cited in paragraph 2.
- 4** Should an order not be filled for reasons beyond the publisher's control, the client is obliged to refund to the publisher the difference between the discount granted and the respective discount for the number of advertisements actually published, irrespective of any other contractual obligations. Should the non-performance be due to force majeure on the part of the publisher, there is to be no such refund.
- 5** In computing the total space, text millimeter lines will be converted into advertisement millimeters in respect of the price.
- 6** Orders for advertisements and furnished inserts which are to be published in specified issues or editions, or in a specified space, must be received by the publisher in good time, so as to allow the publisher before the closing date to advise the client should it prove impossible to execute the order as stipulated. Classified advertisements will be placed in the respective section without requiring any special arrangement.
- 7** Text-section advertisements are advertisements bordered on at least three sides by text and not by other ads. Advertisements which are not identifiable as such on account of their editorial drafting will be marked by the publisher with the word "Advertisement."
- 8** The publisher reserves the right to refuse to accept advertisement orders or individual releases under a contract, as well as orders for inserts on account of their content, origin, or technical form on the basis of uniform and justified principles, should their content violate any existing laws or regulations or should such publication be unacceptable to the publisher. This also applies to orders placed with branch offices, advertising agencies or representatives. Orders for furnished inserts will not become binding on the publisher until specimens of such inserts have been presented and approved. Inserts whose format or layout give the impression of being part of the newspaper or periodical, or which contain other advertisements, will not be accepted by the publisher. The client will be advised of such refusal of an order without delay.
- 9** The client is responsible for the supply in good time of the advertisement text, as well as correct copy or inserts. Should the material supplied be unsuitable or damaged, the publisher will immediately request replacement. [Please see the Additional Terms and Conditions of the Publisher regarding the digital transmission of material for advertisements.] The publisher guarantees the usual quality of print in the newspaper or periodical specified, within the limits of quality of the material/manuscripts furnished.
- 10** The client is entitled to a reduction in payment or a replacement advertisement if the original advertisement published is wholly or partly illegible, incorrectly or incompletely reproduced. This compensation is limited to the extent that the purpose of the original advertisement was prejudiced. If the publisher fails to react accordingly within the agreed time frame or if the replacement advertisement is also faulty, the client will be entitled to a reduction in the amount of payment or to withdraw from the contract. Claims for compensation based on positive violation of contractual duties, negligence in carrying out the contract and unlawful actions are excluded – also for advertising orders placed via telephone. Claims for compensation with respect to impossibility of completion of the order and default are limited to the restitution

of foreseeable damages and to the amount payable for the advertisement or insert under consideration. This does not apply in the event of intentional and gross negligence on the part of the publisher, his legal representatives and employees. The liability of the publisher for damages due to the absence of guaranteed quality remains unaffected. In the carrying out of normal business transactions, the publisher is also not responsible for gross negligence on the part of employees. In all other cases the extent of liability arising out of gross negligence is limited to the extent of the foreseeable damages up to the amount payable for the advertisement under consideration. Complaints – with the exception of those which are not obvious – must be made within four weeks of receipt of the invoice and voucher copy.

11 Proof copies will only be supplied on special request. The client is responsible for the correctness of proof copies returned by him. The publisher will consider any corrections made by the client if and when they are made within the period specified when the proof copy is sent to the client.

12 If no specific size has been stipulated, the actual print size customary for the type of advertising shall be the basis for invoicing.

13 In the event that the client does not pay in advance, the invoice shall be sent immediately, if possible, however, fourteen days after publication of the advertisement. The invoice shall be paid within the period as indicated in the price list, unless a different payment period or prepayment has been agreed upon in individual cases. Possible discounts for early payments are granted according to the price list.

14 In the event of any delay or deferment in payment, interest at 5% above the prevailing base interest rate and collection costs will be charged. The publisher may defer the publication of further advertisements in a current advertising order until payment has been received and may demand prepayment for the remaining advertisements. Where there are justified doubts regarding the solvency of the client, the publisher is entitled, also during the term of an advertising order, to make the publication of further advertisements contingent on the payment of all unpaid amounts and the prepayment of all remaining advertisements, irrespective of any payment conditions originally agreed upon.

15 Upon request, the publisher shall deliver a specimen of the advertisement along with the invoice. Depending upon the type and scope of the advertising order, the specimens shall be delivered as clippings, entire pages or entire issues. If a specimen can no longer be obtained, the publisher shall provide instead a legally binding certification of the publication and distribution of the advertisement. Requests by the client exceeding this usual scope will be invoiced separately.

16 The client will be charged for any costs associated with preparing artwork, films and drawings as well as for any major changes requested by the client which differ extensively from the originally agreed-upon order. Furthermore, design costs exceeding the normal scope will be charged separately.

17 In case of a contract for multiple advertisements, a claim to reduction in price may result from a reduction in circulation, if the average circulation for the insertion year, beginning with the first advertisement, is below the average circulation stated in the price list or otherwise, or – if no circulation quantity is stated – is less than the average circulation sold (for trade journals, this can also be the average number actually distributed) in the previous calendar year. A drop in circulation only grants the right to a price reduction when:

for circulations of up to 50,000 it amounts to 20 %
for circulations of up to 100,000 it amounts to 15 %
for circulations of up to 500,000 it amounts to 10 %
Furthermore, claims to price reduction are excluded, if the publisher has informed the client in due time of the drop in circulation, allowing time for withdrawing from the contract prior to publication.

18 In the case of keyed advertisements, the publisher shall take as much care in handling and punctually passing on the offers as would a responsible businessman. Registered and

express mail responses to keyed advertisements shall only be forwarded by conventional post. Responses to keyed advertising shall be kept for four weeks. Responses not collected within this time period will be destroyed. The publisher will return valuable documents without being obligated to do so. The publisher reserves the right, in the interest of the client and for the protection of same, to open incoming offers for inspection purposes, so that the misuse of keyed advertising services is prevented. The publisher is not bound to forward business recommendations or offers to act as agents. In the case of keyed advertisements, key number fees plus VAT will be charged.

19 Advertising copy materials will only be returned to the client when specifically requested. The responsibility to keep copy materials ceases three months after the termination of the advertising contract.

20 The place of fulfillment and jurisdiction is the head office of the publisher. Unless claims of the publisher are asserted by means of enforcement proceedings, in the case of non-business clients the place of jurisdiction is dictated by the latter's domicile. If the domicile or normal place of residence of the client is - also in the case of non-business clients - unknown at the time the action is brought, or if after the contract is concluded the client has moved his domicile or normal place of residence out of the area of application of the law, the headquarters of the publisher is agreed as the place of jurisdiction.

Publisher's Additional Terms and Conditions of Business

- a** By issuing an advertisement order, the client recognizes the publisher's General and Additional Terms & Conditions of Business as well as the publisher's price list.
- b** With regard to changes in advertising prices, the new conditions take effect immediately in the case of both current orders from business clients and standing orders from non-business clients insofar as no other agreement has been expressly reached.
- c** Advertising agencies and advertising brokers are obliged to adhere to the price list of the publisher in their offers, contracts and invoices in respect of advertisers. Remuneration for mediation paid by the publishers to advertising agencies may not be passed on to the client in whole or in part.
- d** The client bears sole responsibility for the content and legal admissibility of the text and graphic materials made available for the insertion. By placing an advertisement order, the client makes himself liable for the cost of publishing a counter advertisement relating to the actual claims of the advertisement. This cost shall be calculated in accordance with the current advertising rate. It is incumbent on the client to indemnify the publisher from third-party claims arising out of the execution of the order - even if it has not been cancelled in good time - as raised against the publisher. The publisher is not obliged to check orders and advertisements as to whether they breach the rights of third parties. If cancelled advertisements appear, then this does not justify any claim against the publisher even on the part of the client. The client also indemnifies the publisher from all claims regarding breach of copyright.
- e** If defects should not be discernible from the copy, but are only noticed during the printing process, the client shall not be entitled to make any claims in the event of the advertisement quality being insufficient.
- f** If in the repeat publication of an advertisement the same defect occurs as in the first publication, claims to a price reduction or substitute advertisement are excluded if the client does not make a claim immediately following publication.
- g** Cancellations must be made in writing. In the case of cancellation of an advertisement, the publisher is entitled to bill for the cost of typesetting already completed.
- h** In the event of force majeure, all performance and compensation obligations shall be nullified. There will also be no compensation obligation for advertisements that are not published or not published in good time.
- i** The publisher is entitled in individual cases to shorten the payment deadline.