

**General Terms of Business**

1. "Advertisement order" within the meaning of the following General Terms of Business is a contractual agreement concerning the publication of one or more advertisements or other means of advertising of an interested party carrying out advertising or other interested party in print for the purpose of distribution.
2. In cases of doubt, advertisements are to be called for publication within one year of the contract being concluded. Where the right to call up individual advertisements is granted under the contract, the order is to be completed within one year of publication of the first advertisement insofar as the first advertisement is called up and published within the period referred to in sentence 1 above. On conclusion of a contract, the customer is also entitled to call up further advertisements above and beyond the quantity of advertisements set out in the order.
3. The prices for the advertisements are shown in the publisher's advertisement price list valid on conclusion of the contract. If the advertisement rate changes after conclusion of the contract, the publisher shall be entitled to calculate the price according to the price list valid at the time of publication; this does not apply in business transactions with non-business persons insofar as not more than four months have passed between conclusion of the contract and the time of publication. Advertising agencies and advertising brokers are not allowed to pass on all or part of the brokerage fees granted by the publisher to their customers.
4. If an order is not executed on account of circumstances for which the publisher is not responsible, the customer shall, notwithstanding any further legal obligations, reimburse the difference between the discount granted and that corresponding to the actual purchase price to the publisher. Should non-performance be the result of force majeure in the publisher's area of risk, the customer shall not be entitled to reimbursement.
5. When calculating the purchase quantities, millimetre lines of text are converted into advertisement millimetres in accordance with the price.
6. Orders for advertisements or other advertising which have been designated exclusively for publication in particular numbers of or particular places in the printed publication must reach the publisher in good time to enable the customer to be notified before the closing date for advertisements if the order cannot be executed in this manner. Categorized advertisements are printed under the respective heading without this requiring any express agreement.
7. Next-to-matter items are advertisements with at least two sides bordering on the text and not other advertisements. Advertisements which are not recognisable as such on account of their editorial form shall be clearly identified as such by the publisher with the word "advertisement".
8. The publisher reserves the right to reject orders for advertisements – including individual calls under conclusion of a contract – and inserts/supplements on account of the content, origin or technical form according to standardised, objectively justified principles of the publisher; the same applies where their content infringes laws or official provisions or the publication of which is unreasonable for the publisher. It likewise applies to orders given to offices, delivery points or representatives. Advertisement orders for other advertising shall not be binding on the publisher until a sample of the advertising has been submitted to the publisher and been approved. Advertising that, on account of the format or layout, arouses the impression of being part of the newspaper or magazine or which contain third-party advertisements shall not be accepted. Rejection of an order shall be notified to the customer without delay.
9. The customer is responsible for the prompt delivery of the text of the advertisement and error-free artwork or inserts/supplements. The publisher guarantees the print quality normal for the section reserved within the possibilities permitted by the documents submitted for printing. The publisher shall require replacements without delay for artwork/print documents that are evidently unsuitable or damaged.
10. The customer shall be entitled to a price reduction or error-free replacement advertisement if the advertisement is printed in an illegible, incorrect or incomplete manner representing a not inconsiderable error, though only to the extent that the purpose of the advertisement was impaired. If the publisher allows a reasonable deadline period set for it for the replacement advertisement to elapse or the replacement advertisement is again not printed perfectly, the customer shall be entitled to a price reduction or cancellation of the order. Compensation claims arising from positive violation of a contractual duty, fault or negligence at the time of conclusion of the contract or a tortious act are excluded, particularly in the case of orders issued by telephone; compensation claims arising from impossibility of performance or default are limited to compensation for the foreseeable loss or damage and, in terms of amount, to the sum to be paid for the advertisement or insert/supplement concerned. This does not apply to intent or gross negligence on the part of the publisher, its legal representative or its vicarious agents or in the case of harm to life, body or health. The liability of the publisher for loss or damage on account of the absence of assured properties remains unaffected. In commercial business transactions, the publisher is, furthermore, also not liable for gross negligence on the part of vicarious agents; in other cases, the extent of liability for gross negligence vis-à-vis business persons is limited to the foreseeable loss or damage in the amount of up to half the charge for the advertisement concerned. Complaints, apart from in the case of non-evident defects, are to be asserted within four weeks of receiving the invoice and specimen copy.
11. Proofs are only provided when expressly requested. The customer bears the responsibility for the accuracy of the returned proofs. The publisher shall take account of all error corrections notified to it within the deadline period set for it on the sending of the proof.
12. If no particular instructions are given regarding size, the calculation shall be based on the normal, actual print height according to the type of advertisement.
13. If the customer does not make advance payment, the invoice shall be sent immediately or, as far as possible, within 14 days after publication of the advertisement. The invoice is to be paid within the period starting on receipt of the invoice as contained in the price list insofar as no other term or payment or advance payment has been agreed in the individual case. Any discount for early payment shall be granted in accordance with the price list.
14. In the case of delay or deferment of payment, interest and collection costs shall also be charged. In the case of default of payment, the publisher shall be entitled to defer further execution of the current order until payment is made and require advance payment for the remaining advertisements. In the case of justified doubts concerning the customer's ability to pay, the publisher shall also be entitled during the term of an advertisement contract to make the publication of further advertisements dependent upon advance payment of the amount and the settlement of outstanding invoice amounts without regard for the term of payment originally agreed.
15. The publisher shall supply a specimen copy of the advertisement on request. Extracts of the advertisement, specimen pages or complete reference copies shall be provided depending on the type and size of the advertisement order. If a specimen can no longer be obtained, this shall be replaced by a legally binding confirmation by the publisher concerning the publication and distribution of the advertisement.
16. The customer shall bear the costs for the preparation of ordered artwork and drawings as well as for substantial alterations from the originally agreed designs requested by the customer or for which the customer is responsible.
17. A claim for a price reduction can be derived from reduced circulation in the case of a contract concluded for several advertisements if the average circulation referred to in the price list or in any other manner or - if circulation numbers are not quoted - the average number of copies sold (in the case of specialist journals, possibly the actual number of copies distributed) in the previous year is not achieved in terms of the overall average of the year of insertion commencing with the first advertisement. Reduced circulation shall only constitute a defect entitling the customer to a reduction in price if it amounts to
  - 20% for a circulation of up to 50,000 copies,
  - 25% for a circulation of up to 100,000 copies,
  - 10% for a circulation of up to 500,000 copies,
  - 5% for a circulation of over 500,000 copies.
 Claims for a price reduction are excluded, however, if the publisher has notified the customer in good time of the fall in circulation with the offer of withdrawing from the contract.
18. In the case of anonymous or coded advertisements, the publisher shall exercise the due diligence of a prudent businessman with regard to the safekeeping and timely forwarding of offers. Registered and express letters in response to anonymous or coded advertisements will be forwarded by normal mail only. Items received in response to anonymous or coded advertisements shall be kept for four weeks. Letters not collected within such period shall be destroyed. The publisher shall return valuable documents without being obliged to do so. In individual contracts, the publisher can be given the right as the customer's representative to open the offers received in place of and in the declared interest of the customer. Letters larger than the permitted A4 format, goods, book and catalogue consignments, as well as packages are excluded from being forwarded and shall not be accepted. Acceptance and forwarding can nevertheless be agreed in exceptional cases where the customer bears the charges/costs incurred.
19. Artwork is only returned to the customer where particularly requested to do so. Where the publisher keeps advertising materials in safe custody without being obliged to do so, this shall be done for a maximum of three months.
20. Discount credits and discount adjustment charges shall not take place until the end of the year of insertion.
21. Placing conformations are valid only with reservation and cannot be changed for technical reasons. The publisher cannot be held liable in such cases.
22. The advertisement contract is subject to the laws of Germany. The place of performance is the publisher's registered office. In business transactions with business people, legal entities under public law or special public funds, the court of jurisdiction for any disputes arising shall be that responsible for the location of the publisher's registered office. Insofar as the publisher's claims cannot be asserted by way of default action, the court of jurisdiction for non-business persons shall be determined according to their place of residence. If the domicile or normal place of residence of the customer, also in the case of non-business people, is unknown at the time of commencing the action or if the customer has moved its domicile or normal place of residence outside the area of application of the law after conclusion of the contract, the court of jurisdiction shall be agreed as that responsible for the location of the publisher's registered office.