

General Terms of Business (GTB) for advertisements, third-party inserts and online advertising

- 1. An "advertisement order"** within the meaning of the following General Terms of Business is an order relating to the publication of advertisements and third-party inserts in a print medium or by means of online advertising for the purpose of distribution. A contract is entered into taking into account the discounts granted according to the rates list. Advertisement orders only become legally binding through written confirmation.
- 2. Publishing time limit:** In case of doubt, advertisements and third-party inserts must be placed within one year after the contract is signed. If the right to place individual advertisements is granted within the terms of a contract, the order must be completed within one year of the publishing of the first advertisement, provided the first advertisement is placed within the time limit specified in section 2.
- 3. Upon signing a contract,** the customer is entitled to place further advertisements in addition to those specified in the order at the same contractually agreed conditions and/or according to the rates list within the agreed time limit specified in section 2.
- 4. Online advertising** (i.e., websites, newsletters, etc.) is defined by the time period booked. The customer is required to maintain the website or documents to which the online advertising is to be linked for the entire period of the contract. With the exception of contrary individual agreements, the values defined by the publisher's banner system regarding visits and page impressions shall be decisive.
- 5. Refusal of orders:** The publisher is entitled to refuse advertisement orders at its own discretion – including single placements within a larger order – if this applies in particular if the content of the advertisement order violates laws or official regulations, if it has been objected to by the German Advertising Council in a complaint procedure, or if publishing is not possible due to content, origin or technical form, or if inserts, due to their size or presentation, give readers the impression of being part of the newspaper, the magazine or the publisher's own website, or contain third-party advertising. The customer shall be informed of the refusal of an advertisement order without delay, once the publisher has become aware of the content in question. Any online advertising that contravenes these regulations can also be subsequently removed from the online advertising platform.
- 6. Advertising deadlines:** The advertising deadlines stated in the rates lists are not binding for the publisher. The publisher is entitled to alter advertising deadlines at short notice to suit production processes.
- 7. The customer may cancel previously booked orders up to 14 days prior to the advertising deadline (print) or prior to the beginning of the advertising campaign (online).** After this time, cancellation fees amounting to 50 % of the gross price are payable. Cancellations notified after the advertising deadline will be subject to a 100% cancellation fee. Cancellations and withdrawals received after the advertising deadline or after the beginning of the advertising campaign shall take effect the next print edition or the next online campaign, at the earliest, irrespective of whether the order may only be cancelled after the advertising deadline or after the beginning of the advertising campaign for important reasons. Cancellations can be notified by fax or e-mail.
- 8. Placing advertisements:** Advertisements will be published in specified issues and editions or in specified positions within the publication or the online media, assuming these were agreed upon and confirmed by the publisher in writing, including by fax and/or e-mail. Classified advertisements will only be published in their specific classifications. If no clear classification is provided, the publisher is entitled to freely determine the placement.
- 9. Liability for the content of the advertisement:** The customer bears sole responsibility for the content and the legal admissibility of the advertisement and/or the online advertising as well as for the materials provided for this purpose. The customer releases the publisher from any third-party claims made in this connection (including the cost of any legal defence required), even if the order has been cancelled. The publisher is not required to examine orders or advertisements for infringement of the rights of third parties. The publisher and the advertiser agree that the cost of any legal defence or counter-claims that the advertiser has to pay in relation to factual statements made in the published advertisement in accordance with the applicable advertising rate. Should advertisements appear which were not suspended within the proper time, the customer is not entitled to claim against the publisher.
- 10. Print documents:** The customer is responsible for the timely and proper delivery of the advertisement text in print documents, inserts or online advertising. The deadlines for supplying print documents can be found in the relevant advertising rates list of the publisher.
Transfer of risk occurs with the receipt of the documents at the publisher's place of business or at one of the publisher's computer servers. The sending of more than two colour samples, late delivery of the print documents and the requirement for a print reproduction that deviates from the sample can have an impact on placement and print quality and rule out subsequent complaints.
If possible, however, the publisher will immediately request replacements for obviously unsuitable or damaged print documents.
Return of print documents: Print documents will only be returned to the customer if specifically requested. The mandatory retention period for print documents ends six weeks after the advertisement has been published. Any data carriers containing print samples sent to the publisher become the property of the publisher. These shall only be returned to the customer for a postage fee of €5.00, at the customer's express request and own risk.
Printing size of advertisements: If no instructions on size have been agreed upon or prescribed, the usual printing size for the type of advertisement concerned shall be used as a basis for calculation. If the size of a supplied, ready-to-use print document differs from the size ordered in the advertisement order, the size of the printed advertisement shall apply. Parts of millimetres will be rounded upwards to the next millimetre.
Proof copies will only be supplied if explicitly required. The publisher takes into account all error corrections of which he is informed within the deadline specified at the time the proof copy was sent. If the customer fails to return the proof copy within the deadline, permission to print is deemed to have been granted. The customer is responsible for the correctness of the returned proof copy.
If print samples or online advertising are transmitted paperlessly to the publisher, either digitally (e.g., floppy disks, CD-ROMs) or by telecommunication (e.g., eSDN, e-mail), the following additional provisions shall apply:
File formats: In the case of digital transfer, if two or more related files are transmitted digitally, the customer is required to ensure that these files are transmitted and stored in one folder. Only files that have been transmitted in closed files of the publisher may not change the content. The publisher has the right to refuse to accept open files (e.g., files stored under Corel Draw, QuarkXPress, Freehand). The publisher accepts no liability for the incorrect publishing of printed advertisements that were transmitted in open files.
Online advertising may only be delivered in suitable file formats in coordination with the publisher. The publisher's specifications must be complied with. The publisher accepts no liability for files that do not meet these specifications.
Colour advertisements: The customer is required to supply a colour proof for digitally transmitted print documents for colour advertisements. Digitally created proofs must include the current version of the FOGRA/UGRA medium wedge in order to permit a colour match. Proofs must bear an official print control strip. Without a colour proof from the customer, colour variations are unavoidable and cannot be used by the customer as a ground for compensation. In all cases a printout must be sent to the publisher by fax in order to check factual accuracy. The customer must explicitly request a correction fax. Conversion within the normal range of tolerance can only be guaranteed if proper colour adaptation is performed.
Computer viruses: The customer is responsible for the files transmitted or stored do not contain computer viruses. The publisher is entitled to delete files that contain computer viruses without the customer being able to claim for damages. Furthermore, the publisher reserves the right to claim damages if computer viruses infiltrated via the customer cause damage to the publisher.
- 11. Advertisement samples:** Upon request, the publisher will deliver a copy of the advertisement sample with the invoice. Depending on the nature and scope of the advertisement order, excerpts, sample pages or complete samples may be delivered. If a sample can no longer be obtained, the publisher is instead required to provide a legally binding certification of the publication and distribution of the advertisement.
- 12. Box number advertisements:** Any responses received to box number advertisements will be kept for collection for a period of four weeks or forwarded to the customer by standard mail, even if the customer has not registered or opted out. Back-issues will only be provided if specifically requested. Otherwise, any mail not collected will be destroyed. In the interest and for the protection of the customer, the publisher reserves the right to open incoming offers in order to eliminate misuse of the box number service for investigation purposes. The customer can authorise the publisher to open responses to box number advertisements.
- 13. Calculation of purchase volumes:** For the calculation of purchase volumes, text millimetre lines will be converted to advertisement millimetres based on rates.
- 14. Additional settings costs:** Any additional costs for the production of ordered print documents or for major changes desired by the customer to versions of advertisements originally agreed upon, or for which the customer is responsible, shall be borne by the customer. The same applies to any print samples delivered by the customer that generate additional costs due to handling or subsequent changes.
- 15. Discounts:** If an order is not fulfilled due to circumstances beyond the control of the publisher, regardless of any other legal obligations, the customer is required to refund the difference between the discount granted and the discount due in accordance with the actual placement volume. The refund will be waived if non-performance is due to force majeure within the publisher's sphere of risk.
- 16. Changes in advertisement rates:** If changes in advertisement rates are made, the new rates are also valid for current orders as from their date of introduction, unless otherwise agreed in writing.
- 17. Differing rates:** The publisher can determine rates that differ from the rates list for the following: advertisements in publisher's supplements, editorially designed advertisements, advertisements in special publications and collectives, online advertisements and advertisements sold after the advertising deadline.
- 18. Reduction of volume:** The publisher reserves the right to reduce the volume of circulation of the publication or the volume of circulation of the advertisement guaranteed in the rates list is 30% below the total average circulation of the previous insertion year according to IVW reports. Furthermore, when placing advertisement orders, any claims for rate reductions or damages are excluded if the publisher has notified the customer of the reduction in circulation in a timely manner sufficient to enable the customer to withdraw from the contract prior to the appearance of the advertisement. The publisher reserves the right to change the circulation of the pages of the publication without the customer being entitled to make claims in this respect.
- 19. Invoices** are payable within 14 days of invoicing, unless another payment period or advance payment has been individually agreed upon. The publisher is entitled to correct incorrect invoices within six months of invoicing.
- 20. In the event of late payment** or deferral of payment, the legally applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the European Central Bank will be charged from the day on which payment of the invoice is due, as well as a standard charge of 40 euros for damage caused by late payment, which will be offset against outstanding compensation for damages if the damage is provably higher (e.g. due to legal costs). The standard charge is also due in the event of delayed partial payments or delayed payments in instalments (Section 288 of the German Civil Code (BGB) new version). Payment deadlines for commercial transactions may not exceed 60 days, unless these payment deadlines are not grossly unreasonable for the creditor. If the customer is a consumer, in the event of late payment the interest rate shall be 5 percentage points above the relevant basic interest rate and is also applicable in cases of deferral of payment. The publisher reserves the right to assert a claim for further damage caused by delay brought about by both companies and consumers. However, the contractual partners reserve the right to furnish evidence of lower or higher damage in each individual case. In the event of late payment by companies and consumers, the publisher is entitled to postpone the further implementation of the current order until such time as payment is made and also demand payment in advance for any further advertisements. Should there be any justified doubt regarding the customer's ability to pay, the publisher is entitled to make the publication of further advertisements dependent on the advance payment of the due amount and on the settlement of any outstanding invoices, including during the term of an advertisement order, irrespective of any previously agreed payment period.
- 21. Warranty:** If printing errors occur in an advertisement, despite the timely submission of faultless print documents and timely payment, the customer is entitled to demand either the publication of a faultless replacement advertisement (rectification) or a reduction in the price of the advertisement commensurate with the degree to which the publication of the advertisement is impaired.
Should any defects in the print documents or images not be immediately recognisable, but only become evident during production, the customer shall have no right to claim in the event of unsatisfactory printing quality. The same applies to errors in advertisements that appear repeatedly. If the customer does not draw attention to the error prior to the printing of the next advertisement. The publisher is not required to check the print documents to ensure that they are complete and correct.
Online advertising: The publisher is not liable for the content of the online form of advertising. The publisher is not liable for any damage or impairment of the publisher, i.e. in particular on the publisher's server. Furthermore, the warranty does not apply to negligible errors, e.g. if the impairment of reproduction does not significantly impair the purpose of the online advertising. The customer is aware that in accordance with the current state of the art it is not possible to provide wholly error-free online advertising reproduction at all times. If the publisher's server breaks down for a significant period of time (more than 10% of the time period booked in a time-linked order), the publisher is not liable for the interruption of the media service. A later date of the media service to extend the insertion time is not contrary to the interests of the customer. If the attempt to supply the missing media service fails within the originally booked insertion period or after extension of the insertion period, the customer is no longer required to pay for the media service not implemented during that time period, or the average length of the media services not implemented. Any further claims are excluded. Apart from that, an error or fault cannot be said to exist if the length of the breakdown of the server used by the publisher does not exceed 24 hours (either consecutively or cumulatively) within 30 days of the commencement of the contractually agreed placement. If the customer disregards these General Terms of Business or the recommendations of the publisher concerning the production and transmission of digital print documents and online advertisements, he or she is not entitled to claim for incorrect publication of the advertisement. The publisher guarantees the best reproduction of the advertisement technically possible within the given time and the scope of the print samples. **Complaints** of obvious defects must be made in writing by the customer within four weeks of publication at the latest. All warranty rights lapse after 31 December of the year following the publication of the corresponding advertisement or insert.
- 22. a)** Regardless of the legal grounds on which they are based, including tort, the publisher is only liable if damages (1) are caused through a culpable breach of an essential obligation of the contract (cardinal obligation) by the publisher in a manner endangering the achieving of the purpose of the contract (2) are caused by gross negligence or with willful intent on the part of the publisher.
b) If the publisher is liable in accordance with clause a) (1) for a breach of a fundamental contractual obligation without willful intent or gross negligence, the liability from the contract shall be limited to the agreed advertisement price.
c) If the publisher is liable in accordance with clause a) (1) or (2) for gross negligence or willful intent by employees who are not organs or executive staff members of the publisher, the publisher shall be liable to the extent to which the publisher is liable to the agreed advertisement price.
d) The publisher shall not be liable for indirect damages, consequential harm caused by a defect, or loss of profits and compensation for futile expenses insofar as these are not the result of willful intent or gross negligence on the part of organs or of the executive staff members of the publisher.
e) Otherwise, any liability of the publisher shall be limited to such typical damages, the occurrence of which could be reasonably foreseen under the circumstances known at the time of entering into the contract.
f) The exclusion or limitation of claims in accordance with the above clauses a) to e) includes any claims made against employees or representatives of the publisher.
g) The liability of the publisher due to personal injury, the absence of guaranteed characteristics or in accordance with product liability law shall remain unaffected.
h) The customer is not entitled to claim if the non-availability is based on work or maintenance tasks that are solely performed in the interest of the customer.
i) The publisher does not accept liability for errors caused by telephone or written telecommunication of any kind. Neither shall liability be accepted by the publisher if defects in the print document only become apparent upon reproduction or printing. In this case the customer shall have no right to claim damages for unsatisfactory printing results. Any additional costs incurred, e.g. through correction of the print documents or for machine downtime shall be charged accordingly.
j) Cases of force majeure such as industrial action, confiscation, general shortages of raw materials, energy scarcity or plant malfunctions release the publisher from the obligation to fulfil orders and payment of damages. However, if the publisher is able to fulfil the orders with 80% of its circulation quantity sold, the publisher is entitled to full payment for the advertisements published. Lesser services provided should be paid according to the set price per thousand pages in accordance with the quantity sold referred to in the tariff.
- 23. To the extent permitted by law, the place of performance and jurisdiction** shall be the registered office of the publisher. The agreement is subject to German law. However, mandatory consumer law in the country in which you habitually reside shall remain applicable.

Additional terms of business of the publisher

- a)** Our general and additional terms of business, the order confirmation and the applicable valid rates list are decisive for each order. Any differing terms of business shall only apply with the written confirmation of the publisher.
- b)** Advertising agents and advertising agencies are required to adhere to the publisher's rates list when making offers, finalising orders or invoicing clients. The agent's commission paid by the publisher may not be passed on to the customer, either in full or in part.
- c)** Customers and advertising agencies entering into a business relationship with the publisher for the first time may be required to make advanced payments prior to the advertising deadline.
- d)** The customer transfers to the publisher all copyrights and other special rights required for the use of the advertising in print and online media of all kinds (including the internet), in particular for duplication, distribution, transmission, broadcasting, extraction from a database and downloading without limitation of time, content or place to the extent necessary for the implementation of the order or orders placed.

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