

General Terms and Conditions of Business

for advertisements and other advertising media in journals

1. "Advertising order" in the sense of the following General Terms and Conditions of Business is to be understood as a contract for the publication of one or more advertisements by an advertising party or other person placing the advertisement (hereinafter referred to as "the customer") in printed publications of the publishing house, or else as a contract for the attachment of accompanying leaflets to such printed publications for the purpose of distribution.
2. Orders for advertisements and accompanying attachments of which it has been specifically stated that they are to be published only in certain issues or in certain numbers of the printed publication must be received by the publishing house in sufficient time to permit notification of the customer before the close of advertising if the order cannot be carried out in the way specified.
3. Cancellations of advertising orders must be made by the close of advertising. The publishing house may bill the customer for the typesetting and production costs that have been incurred. For advertisements involving special placements (including cover pages and special formats) the customer shall have no right of withdrawal.
4. If an advertising order is not completely carried out, the customer shall refund to the publishing house the difference between the discount granted and that corresponding to the actual sales. If the non-fulfilment is the result of circumstances for which the publishing house may be held responsible, this refund obligation shall not apply.
5. The publishing house shall have the right to decline advertising orders or individual advertisements under an existing contract on account of the content, origin or technical form, based on consistent and objectively sound fundamental principles. This shall apply in particular in cases where the content is in violation of statutory stipulations or official requirements, or if it is such that the publishing house cannot reasonably be expected to carry out the order. The publishing house will notify the customer forthwith if an order has been declined.
6. The customer shall release the publishing house from all claims by third parties based on the violation of statutory requirements through the advertisements or accompanying leaflets, in particular in connection with the violation of copyright or competition law.
7. Advertisements that are not recognisable as advertisements on the basis of their editorial layout shall be clearly identified as such by the publishing house through the inclusion of the word "Anzeige" ["Advertisement"].
8. The customer shall be responsible for delivering the advertising text and advertising copy or attachments in good condition and in good time. The cost of drafts, fair drawings and the like is not included in the price of advertising. In so far as the customer fails to provide the necessary advertising copy, he shall bear the cost of procuring the required materials.
9. Proof samples will only be delivered when expressly requested. The customer shall be responsible for the correctness of the returned proof samples. The publishing house will have regard to all corrections that are pointed out within the term set at the time when the proof sample is supplied. The customer shall bear the cost of changes requested or occasioned by himself in layouts that have originally been agreed to.
10. If no particular specifications have been made regarding size, billing shall be based on the actual printing height which is usual for the type of advertisement in question.
11. For the titles that carry the advertisements, the publishing house will guarantee the standard quality of print based on the possibilities provided by the advertising copy.
12. Based on the type and scope of the advertising order, the publishing house will supply the customer with a number of samples of the given edition, the number to be determined in advance.
13. Advertising copy will be returned to the customer only when specially requested. The publishing house will keep advertising copy for no longer than six weeks after the order has been carried out.

14. In case the printing of the advertisement should be illegible, incorrect or incomplete, either in whole or in part, the customer shall be entitled to a reduction in payment or to a perfect substitute advertisement, only however to the same extent as that to which the purpose of the advertisement has been inhibited. If the publishing house allows an appropriate term set to lapse without taking action, or if the substitute advertisement is once again found faulty, the customer shall have the right to a reduction in payment or to complete cancellation of the order.
15. Indemnification claims based on positive breach of obligation, *culpa in contrahendo* or tortious actions are hereby excluded, including also such cases where the order has been placed by telephone. This shall not apply in cases where deliberate malicious intent or gross negligence may be laid to the charge of the publishing house or its vicarious agents.
16. In case of failure to reach an economically acceptable return on the production and sale of the magazine, the publishing house reserves to itself the right to cancel all advertising orders. The customer will be given information about this at a previously agreed date. The publishing house cannot be billed for any costs incurred.
17. In standard business transactions the publishing house admits no liability for gross negligence on the part of its simple vicarious agents. In other cases, the scope of liability for gross negligence in business relations shall be limited to such damages as are typical and foreseeable in terms of the contract in question up to the amount of the remuneration for the given advertisement.
18. If advertising motifs have been supplied by the customer in non-physical, i.e. in digital form, any liability on the part of the publishing house for reproduction of the advertisements in question in illegible, incorrect or incomplete form, either in whole or in part, is hereby excluded.
19. Complaints must be lodged within four weeks from the receipt of the invoice and supporting document, except in the case of defects that are not apparent.
20. In case the customer does not make advance payment, the invoice will be sent before the publication of the advertisement, but if possible as at the date of publication. The invoice is to be paid within the term set from the receipt of the invoice, as shown in the price list, unless in the individual case a different term of payment or prepayment shall have been agreed.
21. In case of delayed payment or deferral, interest and collection costs will be charged to the customer. In case of delayed payment the publishing house may postpone the fulfilment of the current order and insist on advance payment for the remaining advertisements.
22. The place of fulfilment is the main place of business of the publishing house. In business transactions with traders, juridical persons under public law or public law special funds, in case of litigation the court of law responsible shall be that of the main place of business of the publishing house. In so far as the claims of the publishing house have not been asserted on the basis of summary proceedings for the collection of debt, in the case of non-traders the responsible court of law shall be that of the residence of the latter.
23. If at the time of the filing of the suit the residence or normal place of abode of the customer (also in the case of non-traders) is unknown, or if after the conclusion of the contract the customer has removed his residence or normal place of abode from the jurisdiction of the law, it is hereby agreed that the responsible court of law shall be that of the main place of business of the publishing house.
24. If individual stipulations of these General Terms and Conditions of Business should be or become ineffective, either in whole or in part, the legal effectiveness of the other stipulations shall not be affected thereby.
25. The party placing the order hereby guarantees that he is in possession of all the rights that are required for the placement of the advertisement. The party placing the order shall be exclusively responsible for the content and the legal permissibility of the text copy and graphics supplied for insertion and of the further advertising instruments provided. He hereby releases the publishing house from all claims of third parties that may arise through the violation of statutory stipulations. The publishing house shall also be released from the costs involved if the defence of legal rights should prove necessary. The party placing the order shall be obliged to support the publishing house in good faith by providing information and documents for the defence of legal rights against third parties.

26. In case of interruption of business operations or in cases of *force majeure*, illegal industrial action, legally indefensible confiscations, traffic disturbances, a general shortage of raw materials and energy or the like – both in relation to the business operations of the publishing house and in relation to those external firms to which the publishing house has recourse for the fulfilment of its obligations – the publishing house shall still have the right to claim the full amount of payment for the advertisements that have been published.