

## General Terms of Business

1. An “advertising order” according to the following General terms of Business describes a contract for the publication of one or several advertisements, placed by an advertiser or other parties, in a printed publication for the purposes of distribution. The publishing company is entitled with regard to content, text and any illustrations to store the advertisement in a data bank and to allow potential customers access to it via electronic media. Should creative works protected by copyright be involved, then the publishing company is granted license to use them without territorial restrictions and for an unlimited period. The buyer is responsible for the timely delivery of the advertisement text and flawless documents for printing or supplements. The publishing company will immediately demand replacement of any recognisably unsuitable or damaged documents.
2. If there is any doubt, advertisements are to be called up for the publication within one year of the contract being concluded. If an individual agreement specifies the right to call up individual advertisements, then the order must be completed within one year of the first advertisement being published, provided that the first advertisement is called up and published within the period specified under item 1.
3. In the event of a contract being concluded, the buyer has the right to call up additional advertisements to such as are specified in the contract within the agreed period, or within the period specified in item 2. The advertiser is entitled retrospectively to the discount corresponding to the actual advertisements called up within one year. However, this right does not apply unless an order was placed at the beginning of the term that according to the price list entitles the advertiser to a discount right from the beginning. The entitlement to a discount lapses if it is not asserted within one month of expiry of the period of one year.
4. If an order is not fulfilled for reasons for which the publishing company carried no blame, the buyer is required to reimburse the publishing company for the difference between the advertisements which were placed, and those which are actually appeared. All other legal obligations remain in force. This reimbursement will not be paid if the failure to fulfil resulted from an Act of God in the publishing company’s area of risk.
5. In the calculation of the purchased quantities, the text millimetre lines will be converted into a price corresponding with that for advertising millimetres.
6. The publishing company can only guarantee the acceptance of orders for advertisements and third party enclosures which are only to be published in certain issues, certain editions or in certain parts of the publication if the validity of the order is expressly stated to be dependent upon these conditions. Categorized advertisements will be printed in the specified category without this requiring special agreement.
7. Integrated text advertisements are such a border on three sides at least to the text, and do not border on any other advertisements. Advertisements, which are due to their editorial design cannot be recognised as such, will be clearly denoted as such by the publishing company by the word “Anzeige” (advertisement).
8. According to uniform publishing company principles which are fair in content, the publishing company retains the right to refuse advertisement orders - also individual calls ups within the framework of an agreement - and enclosure orders due to their contents, origins or technical form, provided that their contents violates laws or official regulations, or if the publication thereof cannot be reasonably expected of the publishing company. This provision also applies for advertisements which are placed with branches, acceptance offices and representatives. Enclosure orders are only binding for the publishing company once a sample of the enclosure has been submitted and approved. Enclosures which in format or style give readers the impression that they are an integral part of the newspaper or magazine, or such as contain advertising from third parties, will not be accepted. The buyer will be informed without delay if an order is to be refused.



9. The buyer is responsible for providing with sufficient notice the text for the advertisement and faultless printing documents. The publishing company will immediately demand replacement for visibly unsuitable or damaged printing documents. The "checklist for digital data" is obligatory. The list can be downloaded/ordered as a pdf-file. The publishing company guarantees appropriate printing quality for all advertisements within the framework of possibilities arising from the printing documents.

10. In the event of partially or wholly illegible, incorrect or incomplete reproduction of the advertisement, the buyer has the right to demand a reduction in price or a perfect replacement advertisement, but only to the extent to which the purpose of the advertisement was impaired. If the publishing company allows an appropriate period, which it has been granted, pass, or if the replacement advertisement is again substandard, the buyer has the right to demand a reduction in price or withdrawal from the contract. Compensation claims for positive breach of obligation, violations on conclusion of contract and forbidden acts are excluded, even if the order is placed by telephone. Compensation claims for the impossibility of providing a service or delay are limited to the replacement of foreseeable damage and the remuneration which is to be paid for the advertisement or the enclosures. This does not apply to gross negligence and intent on the part of the publisher, their legal representative or assistants. This does not affect the liability of the publishing company for failing to provide any characteristics which were promised. In addition, the publishing company is not liable for gross negligence on the part of assistants in normal business transactions; in other cases, liability towards traders for gross negligence is limited in scope to the foreseeable damage and the remuneration for the advertisement in question. With the exception of faults which are not obvious, complaints must be raised within four weeks of receiving the invoice and the copy.

11. Sample copies will only be provided on express request. The buyer is responsible for the correctness of the sample copies they send back. The publishing company will correct all errors which they are informed of within the period on dispatching the sample copies

12. If no specific sizes are stated, the calculation shall be based on the usual, actual printing height, depending on the nature of the advertisement.

13. If the buyer does not make payment in advance, the invoice will be sent immediately, if possible within 14 days after the publication of the advertisement. The invoice is to be paid within the period specified on the price list, which starts on receipt of the invoice, unless in individual cases a different agreement has been made, or payment was made in advance. Any discounts for early payment, as specified by the price list, will be granted. If the advertising prices change then the new conditions shall be effective immediately, unless the buyer and the publishing company agreed otherwise. If an order is cancelled after the official closing date for advertisements the agreed price for the order shall be payable in full.

14. Interest and collection costs will be charged for late or deferred payment. In the event of delayed payment, the publishing company is entitled to withdraw from publishing any further advertisements until payment has been made, and to demand advance payment for all other advertisements.

In the event of there being reasonable grounds to doubt the ability of the buyer to pay, the publishing company is entitled to make dependent the publication of further advertisements, even for the duration of ongoing agreements, on the advance payment of the sums and settlement of all outstanding invoices, regardless of the period allowed for payment which had originally been agreed.

15. On request, the publishing company will provide a copy of the advertisement with the invoice. Depending on the nature and scope of the advertisement order, the publishing company will provide the advertisement sections, copy pages or complete editions of the publication. If it is no longer possible to obtain a copy, then this will be replaced by a legally binding certification from the publishing company confirming the publication and distribution.

16. The buyer must carry the costs for the production of ordered printing documents as well as for any considerable changes to the originally agreed design which are requested or necessitated by the buyer.

17. In the event of one or more advertisements being placed, a reduction in price can be justified if there is a reduction in the print run, provided that the total average of the print run stated in the price list elsewhere or, if no print run is stated, the average sold (for specialist magazines possibly the average distributed) print run for the advertisement year which starts with the publication of the first advertisement falls short of the print run of the previous year. Notwithstanding, claims to a reduction in price are excluded on conclusion of the agreement if the publishing company has informed the buyer of the reduction in print run with sufficient notice so that the buyer could if they so wish, withdraw from the contract before the publication of the advertisement.

18. For box number ads, the publishing company will behave with the due care and attention expected of a proper trader for storing and punctually passing on the offers. Registered delivery and express mail post will be sent on using normal postal channels. In the interests of, and to protect, the buyer, the publishing company retains the right to open the received answers in order to avoid misuse of the box number ads systems, and for the purposes of examination. The publishing company is not required to pass on commercial advertising and agency offers.

19. Printing material will only be sent back to the buyer if this is expressly requested. The publishing company is only required to store these lithographs for three month after the end of the order.

20. The place of fulfilment is the publishing company headquarters. The application of German law is agreed between the parties, as is the exclusion of UN trade laws. The court of jurisdiction is at the headquarters of the publishing company and in Hamburg/Germany. If claims arising from the contract cannot be settled by court proceedings for order to pay debt, the court of jurisdiction for non-traders is their place of residence. If the buyer's fixed or common place of residence is unknown at the moment when proceedings are started, or if, after the conclusion of the contract, the buyer has moved their fixed or common their place of residence to an area over which the law has no applicability, the court of jurisdiction shall be at the headquarters of the publishing company.

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