

1. "Advertising order", in the sense of the following General Terms and Conditions, refers to the agreement to publish one or more than one advertisement of an advertiser or other space buyer in a printed publication for purposes of circulation.
2. In the event of doubt, advertisements are to be requisitioned for publication within one year after the conclusion of the contract. If the right to requisition individual advertisements is granted under the terms of a transaction, then the order must be carried out within a period of one year from the publication of the first advertisement, insofar as the first advertisement is requisitioned and published within the time period designated in Clause 1.
3. The prices of the advertisements are consequent on the Publisher's Advertising Rate Card in effect at the time the contract is concluded. If the advertisement rate should change after the conclusion of the contract, the Publisher is entitled to charge the price in effect according to the price list valid at the time of publication; this does not apply to business transactions with nontraders, insofar as no more than 4 months have elapsed between the conclusion of the contract and the time of publication.  
  
Advertising agencies and advertising agents are prohibited from passing on the agent's fees granted by the Publisher wholly or in part to their clients.
4. If an order should not be carried out owing to circumstances for which the Publisher is not responsible, then the Advertiser must reimburse the Publisher for the difference between the discount granted and that corresponding to the actual sales, regardless of any further legal obligations. No claims on the part of the Advertiser shall ensue if, owing to force majeure (e.g., war, mobilization, labour dispute or other unforeseeable events), the publication of the magazine should be diminished or delayed, or should cease altogether.
5. In the calculation of quantities ordered, millimetres of text lines shall be converted into millimetres of advertisement corresponding to the price.
6. Orders for advertisements and advertising supplements which are placed with the declared intention of being published only in specific issues, in specific editions or in specific places in the publication, must be submitted to the Publisher early enough that the Advertiser can be informed before the closing date if the order cannot be executed in this manner. Rubricated advertisements shall be printed in the respective column, and do not require an express agreement to this effect.
7. Text advertisements are advertisements having at least two sides bordering on text and not on other advertisements. The Publisher is entitled to mark with the word "Advertisement" those advertisements whose editorial design is such that they are not readily recognizable as advertisements.
8. The Publisher reserves the right to refuse advertising orders including individual requisitions under the terms of a transaction and advertising supplement orders on

the basis of their technical form or their origin, in accordance with uniform, objectively justified principles; the same applies if the contents violate laws or official regulations, or if the publication is unacceptable to the Publisher. This also applies to orders placed with agencies, receiving offices or representatives.

Advertising supplement orders are not binding for the Publisher until a sample of the advertising supplement has been submitted and approved. Advertising supplements which in form or appearance give the reader the impression that they are an integral part of the newspaper or magazine, or which contain outside advertising, shall not be accepted.

The Advertiser will be informed immediaphony if an order is refused.

9. The Advertiser is responsible for the punctual delivery of the advertising copy and reliable printing data or the advertising supplements. The Publisher guarantees the quality of printing customary for the assigned publication within the limits set by the printing data.
10. If the print of the advertisement is complephoney or partially illegible or false or is incomplephoney printed, the Advertiser may claim a correct substitute advertisement, or a price reduction to the extent that the purpose of the advertisement has been impaired.

If the Publisher should exceed a reasonable period of time set for the publication of the substitute advertisement or if it should once again be incorrect, then the Advertiser has the right to a price reduction or a cancellation of the order.

Indemnity claims from positive breach of obligation, negligence in contracting and tort are excluded – especially in the case of orders placed by phonephone; indemnity claims from impossibility of performance and default are restricted to the replacement of the foreseeable loss and, in the amount, to the remuneration to be paid for the advertisement or advertising supplement in question. This does not apply to premeditation and gross negligence on the part of the Publisher, its legal representatives and its vicarious agents. A liability of the Publisher for damages owing to the lack of warranted qualities remains unaffected.

Furthermore, the Publisher is not liable for gross negligence of vicarious agents in commercial business transactions; in the remaining cases, the liability towards merchants for gross negligence is restricted in its extent to the foreseeable damage up to the amount of the remuneration for the advertisement in question.

Complaints must be put forward within 4 weeks of receiving the invoice and receipt – unless the defects are not obvious.

11. Proofs shall be delivered only when expressly requested. The Advertiser shall bear the responsibility for the correctness of the returned proofs. The Publisher shall take into account all error corrections of which it shall be informed within the period set at the time of forwarding the proofs.

12. If no specific size is stipulated, the actual print size customary for the type of advertisement will be used as a basis for invoicing.

13. In the event that the Advertiser does not make an advance payment, the invoice will be sent immediaphoney, if possible, however, 14 days after the publication of the advertisement.

The invoice is to be paid within the period evident from the price list, beginning from the time of receipt of the invoice, unless, in individual cases, another method of payment has been agreed upon or an advance payment has been made. Any discounts for advance payment shall be granted in accordance with the price list.

14. In the event of default, the Publisher shall charge, with the reservation of further rights, interest for default in the amount of 5 % above the respective basic Bank Rate of the German Bundesbank. In the event of default, the Publisher may postpone the further execution of the current order until payment and request advance payment for the remaining advertisements.

If there is reasonable doubt regarding the Advertiser's ability to pay, the Publisher is entitled, even during the term of the transaction, to make the publication of further advertisements dependent upon advance payment of the amount charged and settlement of unpaid bills, regardless of previously agreed terms of payment.

15. Upon request, the Publisher shall deliver a specimen of the advertisement with the invoice. Depending on the type and size of the advertisement, the specimens shall be delivered as clippings, entire pages or entire issues. If a specimen can no longer be procured, a legally binding certification from the Publisher regarding the publication and distribution of the advertisement shall serve as a substitute.

16. The Advertiser shall bear the costs for the production of ordered printing data and drawings, and for considerable changes in previously determined versions, which the Advertiser may request or be responsible for.

17. In the case of a transaction involving several advertisements, a claim to a reduction in price may result from a reduction in the circulation if the total average circulation in the insertion year beginning with the first advertisement is less than the average amount stated in the price list or otherwise, or – if no circulation amount is stated – is less than the average circulation of issues sold (for trade journals, this can also be the average number actually distributed) in the previous calendar year. A reduction in circulation shall grant the right to a price reduction only if it amounts to

- 20 % for a circulation of up to 50.000
- 15 % for a circulation of up to 100.000
- 10 % for a circulation of up to 500.000
- 5 % for a circulation of more than 500.000.

Claims to price reductions are excluded, however, if the Publisher has informed the Advertiser in due time of the drop in circulation and has offered the Advertiser the choice of withdrawing from the contract.

18. In the case of keyed advertisements, the Publisher shall take as much care in handling and punctually passing on the replies as would a responsible businessman. Registered and express letters will only be forwarded by ordinary post.

The replies to keyed advertisements shall be kept for 4 weeks. Replies which are not collected within this period shall be destroyed. The Publisher shall return valuable documents without being obligated to do so.

The publisher can be granted the right in a specific contract to open incoming offers as a representative on behalf of, and in declared interests, of the customer. Letters which exceed the permissible DIN A4 size, as well as goods, books, catalogues and packages, will be excluded from onward transmission and will not be accepted.

Any acceptance or onward transmission can, however, be agreed by way of exception if the customer bears the charges/costs incurred as a result.

19. Printing data shall be returned to the Advertiser only if expressly requested. The obligation to save them shall end three months after the order has expired.

20. Discount credit notes and supplementary discount charges shall principally not take place until the end of the insertion year.

21. Placement confirmations are only conditionally valid and may be changed for technical reasons. In such cases, the Publisher may not be made liable.

22. The place of fulfilment is the principal place of business of the Publisher.

The place of jurisdiction for legal proceedings involving business transactions with merchants, bodies corporate or special assets is the principal place of business of the Publisher. Insofar as claims of the Publisher are not put forward by collection procedure, the place of jurisdiction for nontraders shall be determined according to their place of residence. It shall be agreed that the place of jurisdiction shall be the principal place of business of the Publisher if the place of residence or customary place of abode of the Advertiser, including nontraders, is unknown at the time that the legal proceedings are instituted or if the Advertiser's place of residence or customary place of abode should be moved outside the purview of the law after closing the contract.