

STANDARD TERMS AND CONDITIONS

1. Delius Klasing Verlag GmbH, hereinafter referred to in brief as the "Publisher", shall conduct all advertising orders exclusively on the basis of the following Standard Terms and Conditions. We hereby reject the validity of the Client's Standard Terms and Conditions.
2. The prices, premiums and discounts shown in the price list will be applied uniformly to all clients. The content of the contract shall be determined solely by what is stated in the order confirmation. Unless non-fulfilment is the Publisher's responsibility, discounts will be forfeited should the Client not take up agreed advertisements.
3. Any kind of undertakings made verbally or by telephone, including those made with the Publisher's representatives or employees, will only be considered non-binding preliminary discussions unless confirmed by the Publisher in writing.
4. An advertising agency placing an advertisement order does so in its own name and for its own account.
5. Advertising orders must be completed within 12 months (advertising year) from the appearance of the first advertisement. Withdrawals and cancellations will be considered termination in accordance with § 649 of the German Civil Code.
6. No guarantee is given that advertisements will be placed in particular numbers or issues or in particular locations in the magazine, unless the Client has expressly made the validity of the order dependent on such a placement, has accepted an appropriate placement premium and this has been confirmed by the Publisher. The Publisher shall have the right of retraction even in the latter case should the structure or the size of the magazine change; the Client may only cancel or terminate such specially agreed advertisements for the particular issue up to the closing date for advertisements.
7. The right of revocation (www.delius-klasing.de/widerrufsbelehrung) expires prematurely if the contract is completely fulfilled by both parties at your explicit request before you have exercised your right of revocation.
8. The Publisher will clearly identify advertisements as such which are not recognisable as advertisements due to their editorial lay out.
9. The Publisher is authorised to reject orders for advertisements, supplements and booklets as well as individual call-offs forming part of a contract, also such as have been confirmed in a legally binding manner, in keeping with uniform, professionally justified principles, should in the Publisher's best judgement their content infringe laws, official regulations or common decency or whose publication is unacceptable to the Publisher.
10. The Publisher will not accept orders for supplements and booklets until a sample has been submitted.
11. The Client is responsible for the punctual delivery, at the latest by the relevant advertising closing date, of electronic advertising data or returned proofs, details of which the Client must obtain from the order planning department.
12. Any warranty claims on account of unsatisfactory print quality are excluded should hidden defects not become evident until the printing stage. The Publisher guarantees the technically faultless reproduction of the advertisement only to the extent of the normal print quality achievable given the technical possibilities and the paper quality used. Unless the Publisher is responsible for this.
13. The Client is entitled to a price reduction or a faultless replacement advertisement in the event of a reproduction which is incorrect, illegible or incomplete or an advertisement which does not appear, or does not appear on time or in the agreed place, but only insofar as the purpose of the advertisement was negatively affected.
14. The publisher is liable for intent or gross negligence caused damage, loss of culpable injury to life, body or health, or for damage due to at least slightly negligent breach of a duty, the fulfillment of which makes the proper execution of the advertising contract, breach of achieving purpose of the contract at risk and on the fulfillment of the customer regularly trusts. The compensation obligation is - apart from liability for willful and culpable injury to life, body or health - limited to the foreseeable, typically occurring damage. In addition, claims for damages against the publisher are excluded, regardless of the legal basis. If the liability of the publisher is excluded or limited under the foregoing provisions, this also applies to the personal liability of its employees, representatives and agents. Liability under the product liability law remains unaffected. Claims for damages of merchants to the publisher expire, apart from claims arising from illegal or deliberate actions twelve months after the date on which the client becomes aware of the circumstances giving rise to the claim or should have become aware.
15. If the Client is a merchant, and if notification of defects is not provided without delay once the damage is identified, the Customer shall no longer be able to assert warranty claims for such defects unless the defect was not identifiable during the check. If a defect subsequently comes to light, notification of the defect must be given without delay after it is identified. Otherwise, the services of the Publisher shall be deemed authorised, including in respect of such a defect. In the case of repeat advertisements, all warranty claims are excluded

should the Client not draw attention to an error before the following advertisement goes to press. The Publisher assumes no liability for the correctness of reproduction in the case of orders and amendments given by telephone.

16. Proofs will only be submitted when expressly requested. Consent to print in accordance with the proofs will be deemed to have been given should the Client not return the proofs within the period of time stipulated.

17. Should no special agreements as regards size have been made, the advertisement will be set in the Publisher's customary form and the price invoiced on the basis of the actual length of the printed advertisement.

18. In the absence of any special agreements, invoices are payable without deduction within twenty days of the date of the invoice. Compliance with these payment terms will be determined by the Publisher's receipt of the payment.

19. Interest as well as any kind of collection costs will be charged on arrears. The Publisher may delay carrying out the current order until payment is received and demand payment-in-advance for the remaining advertisements.

20. Should justified doubts exist regarding the Client's ability to pay, the Publisher may during the term of an advertising contract make the appearance of further advertisements dependent on the prepayment of the amount due and the settlement of open invoice amounts and also revoke payment terms granted.

21. Agencies ordering advertisements in their own name and for their own account but on behalf of third parties or other companies will assign their claims of whatever type due from contractual party to the Publisher as security to the extent of all the Publisher's claims against the agency. These assignments shall not be notified as long as the agency properly fulfils its payment obligations. The agency is required at the Publisher's request to supply the name and address of its contractual partners and notify them of the assignment.

22. The Publisher will provide a specimen of the advertisement together with the invoice on request.

23. The Publisher is authorised to order the necessary print documents for the advertisements on the Client's behalf and at his expense. Additional costs resulting from changes desired by the Client or from justifiable changes to the originally agreed version will be paid by the Client.

24. In the event that third-parties bring an action against the Publisher regarding possible legal infringements as a result of the content, data, motives or printed matter etc. made available by the Client or otherwise action on the part of the Client in conjunction with the contractual relationship, the Client undertakes to render us exempt from any liability and to compensate all costs (including the cost of legal defence) that the Publisher incurs regarding possible legal defence. He will pay the costs of any counterstatements caused by his advertisement in accordance with the particular applicable advertising tariffs. This does not apply if the user is not responsible for the legal infringement. This does not affect further-reaching claims for damages.

25. In the case of box-number advertisements, the Publisher is only liable for the safekeeping and forwarding of responses to the extent of the care and attention customary in commercial affairs. The Publisher only provides facilities to receive, store and distribute offers received. Registered and express letters in response to box-number advertisements will only be forwarded by normal post. To the extent that this is legally permissible, all kinds of warranty and compensation claims on account of loss or delay in forwarding offers are excluded. The Publisher reserves the right, in the interests of the Client and for his protection, to open offers received for inspection in order to prevent misuse of the box-number service. The Publisher is not obliged to forward business advertising and agency offers.

26. In the absence of any agreement to the contrary, changes to the price list for advertisements will also apply with immediate effect to current orders running for longer than four months.

27. The publisher is not liable for the saving of advertising material or data supplied by the client.

28. German law applies by way of exclusion of the UN Convention on Contracts for the International Sale of Goods.

29. If the contracting party is a merchant, a legal entity under public law or a special federal fund, Bielefeld or Hamburg shall, at the Publisher's discretion, be deemed the sole place of jurisdiction for all claims resulting from or as a result of this contract. This also applies to summary action based on a cheque or bill of exchange. The same applies to persons who do not have a general place of jurisdiction in the EU or to persons who, after entering into the contract, have shifted their place of residence or habitual place of abode outside Germany, or whose place of residence or habitual place of abode is not know at the time at which the action is brought.

30. In the event that a provision of this agreement is wholly or partially invalid, or subsequently loses its legal validity, this shall not affect the validity of the other provisions. The statutory provisions shall apply in the place of the invalid regulation.

Any changes to the rate card can be found on the Internet: www.delius-klasing.de