

1. An “advertisement order” within the meaning of these Standard Terms shall mean a contract regarding publication of one or more advertisements placed by an advertiser or any other party in a printed publication for purposes of dissemination.
2. In case of any uncertainty, advertisements shall be called off within 12 months of the date upon which the contract becomes effective. If the contract entitles the customer to place individual advertisements, the contract must be performed in its entirety within one year of publication of the first advertisement, insofar as such advertisement was called off and run within the time limit stipulated in the first sentence of the present clause.
3. Where a valid contract has been concluded, the customer shall be entitled to call off additional advertisements exceeding the contractually stipulated quantity, either within the time limit agreed or that stipulated by clause 2 hereunder.
4. If an advertisement order cannot be fulfilled owing to circumstances beyond the publisher’s control, the customer shall pay the publisher the difference between the discount granted and the amount due for the volume of advertisements actually provided, without prejudice to any further legal obligations. Such payment shall be excluded insofar as the publisher’s default is the result of force majeure originating in the publisher’s sphere of risk.
5. Advertising orders and third-party inserts for particular issues or particular positions in a given issue must be received by the publisher sufficiently early to allow the publisher, if need be, to notify the customer prior to the issue closing date that an order cannot be performed in the manner requested. Classified advertisements shall be printed under the relevant rubric without conclusion of a specific agreement therefor.
6. The publisher shall prominently position the word “advertisement” in any advertisement whose design makes it unrecognizable as such.
7. The publisher shall be entitled to refuse any advertising order, contractually stipulated insert, or insert for which an order has been placed insofar as the content, provenance or technical form of such advertisement is in violation of statutory or official regulations or insofar as the publisher cannot reasonably be expected to run the advertisement. Insert orders shall only be legally binding for the publisher insofar as a copy of the insert has been submitted to and approved by the publisher. Inserts whose format or appearance creates the impression in the reader that they constitute editorial content of a newspaper or magazine, or which contain third party advertisements, shall be refused. If an order is refused, the customer shall be notified without delay.
8. It shall fall to the customer to deliver advertising copy to the publisher in a timely manner, as well as error-free printed documents or inserts. Where printed documents are clearly unsuitable or damaged, the publisher shall request replacement copies without delay. The publisher warrants that the printing quality it supplies will be that which is customary for the selected publication insofar as technically possible for the printed documents concerned.
9. Where the published advertisement is illegible in whole or in part, or is erroneous or incomplete, the customer shall be entitled either to a price reduction or to a replacement advertisement that is devoid of anomalies or errors, but only insofar as the advertisement, as originally printed, would have failed to fulfill its intended purpose. Where the publisher fails to take remedial action within a reasonable period set for this purpose, or where the replacement advertisement is flawed, the customer shall be entitled to reduce the price

or terminate the contract. Compensatory claims for consequential losses, infringement of pre-contractual rights and unlawful action shall be excluded for all orders, including telephone orders. Claims resulting from the publisher's inability or failure to perform the contract shall be limited to compensation for foreseeable damage and to monies paid for the advertisement or insert concerned. The foregoing shall not apply to damage caused intentionally or to gross negligence on the part of the publisher or the legal representatives or agents thereof. The foregoing shall be without prejudice to the publisher's liability for lack of promised attributes. Additionally, the publisher shall not be liable for any gross negligence of its agents in connection with commercial transactions. In all other cases the liability of commercial agents shall be limited to foreseeable damage that shall not exceed the charge for the advertisement concerned. Claims (to the exclusion of claims regarding concealed defects) shall be lodged within four weeks following receipt of the invoice and proof of publication.

10. Proofs shall be provided only if expressly requested by the customer. It shall fall to the customer to ensure that the proofs returned to the publisher are devoid of anomalies, errors or defects. The publisher shall integrate all corrections of which it has been notified within the period set on submission of the corrected proof to the publisher.

11. Where no special instructions are provided in regard to the font size to be used for the advertisement, the price of the advertisement shall be based on the font size that is customarily used for the type of advertisement concerned.

12. Insofar as pro forma payment has not been effected, the invoice shall be issued within eight days following publication of the advertisement, and shall be accompanied by a copy of the printed advertisement. The invoice shall be paid within the period stipulated in the list of advertising rates. The payment period shall commence on receipt of the invoice and shall apply insofar as no pro forma payment or other time limit for payment has been stipulated in a separate agreement. Any discount for early payment shall be granted in accordance with the list of advertising rates.

13. Interest and collection costs shall be charged upon default or deferment of payment. Insofar as the customer defaults on payment, the publisher shall be entitled to (1) refrain from performing the relevant contract until such time as payment for any past due amount has been effected; and (2) require pro forma payment for any remaining advertisements. Where justifiable concerns arise in regard to the customer's solvency, the publisher shall be entitled to make the publication of any further advertisement (including any advertisement stipulated in a current contract) conditional on pro forma payment of the amount that will be due and on payment of any outstanding amount due, regardless of any previously agreed terms of payment.

14. Upon request, the publisher shall furnish proof of publication with the invoice. Depending on the nature and scope of the advertising order, such proof shall be supplied in the form of excerpts from the advertisement, whole pages or complete volumes of the publication concerned. Insofar as such evidence is no longer obtainable, the publisher shall instead issue a legally binding certificate attesting to the fact that the advertisement has been published and disseminated.

15. The customer shall assume any cost incurred for the creation of any printed document ordered by him, as well as for any major change made in originally agreed designs that is requested by the customer or that is attributable to any other action on the part of the customer.

16. Insofar as a contract is concluded for two or more advertisements, the customer shall be entitled to a price reduction insofar as the average circulation during the twelve month period starting from the date of

publication of the first advertisement is lower than the average circulation (in the case of professional journals, the average number of copies actually distributed) stated in the list of advertising rates or elsewhere; or – where the circulation target has not been specified – if said average is lower than the average circulation during the previous calendar year. In addition, price reduction and rebate claims shall be excluded insofar as the publisher notifies the customer of the decline in circulation in sufficient time to enable the customer to terminate the contract prior to publication of the advertisement.

17. The publisher shall store and forward responses to box-number advertisements with due diligence. Responses to box-number advertisements that arrive via registered letter or express mail shall be forwarded solely via normal first-class surface mail. Responses to box-number advertisements shall be stored for a period of four weeks. Any such letters that are not retrieved within this period shall be destroyed. The publisher shall return all valuable documents without incurring or being under any obligation to do so. In order to protect the customer's interests and act in the customer's interests, the publisher shall be entitled to open all offers received so as to ensure that the publisher's box service is not being used for any improper purpose. The publisher shall be under no obligation to forward promotional material or agency offers of any kind whatsoever.

18. Original documents shall only be returned to the customer insofar as the customer expressly requests that this be done. The obligation to store documents shall be extinguished three months after the contract expires.

19. The place of performance shall be the publisher's head office. The place of jurisdiction for any litigation concerning any business transaction with merchants, businesspersons, legal persons under public law, or special funds under public law shall be the place of jurisdiction for the publisher's head office. Insofar as the publisher's claims cannot be fulfilled through the issuance of dunning letters, the place of jurisdiction for disputes with any private customer shall be determined by said customer's place of residence. Where any customer's address or usual place of residence is unknown at the time any litigation is initiated, or if such customer's address or usual place of residence does not fall within the jurisdiction of the place of performance hereof, the place of jurisdiction shall be that of the publisher's head office.