

General Terms and Conditions for Advertisements and Third Party Supplements in Newspapers and Magazines

1. In the following General Terms and Conditions, 'Advertisement Order' means a contract for the publication in print, or in the digital version of the printed publication, of one or more advertisements on behalf of Advertisers seeking to widen their distribution. The Publisher publishes several magazines in printed and digital versions. The advertising deadline is the point in time up to which advertisements can be accepted for publication. The artwork and ad copy deadline is the point in time by which the Publisher must have received the artwork and ad copy for it to be published in the next issue of the magazine/medium. The advertising deadline and the artwork and ad copy deadline for particular issues of the magazine/medium are stated in the media data (www.mate-magazin.de/mediadaten).

2. Advertisements are published in the issue of the medium stated in the Advertisement Order. If no issue number is stated in the order, the advertisement is published in the next possible issue. It is the Advertiser's responsibility to deliver the necessary artwork and ad copy or information to the Publisher in due time before deadline stated in the media data (www.mate-magazin.de/mediadaten). If the Advertiser fails to meet the artwork and ad copy deadline, the Publisher is not under any obligation to publish the advertisement. However, the Advertiser's obligation to pay remains unaffected. If the Publisher is able to sell the advertising space to another advertiser, however, it shall deduct the alternative advertising revenue from the amount owed by the Advertiser.

If the publication of several advertisements on a call-off basis is agreed, or no explicit agreements are entered into but the Advertiser does not wish an advertisement to be published in the next issue, the Advertiser may request publication in any issue within one year of entering into the contract. If, when a contract is entered into, the right to call off specific advertisements is granted, the advertisements must be called off within one year of the publication of the first advertisement.

If an advertisement is not called off within the time period granted, the Advertisement Order must be paid for without/before publication. The Publisher has the right to demand payment of the invoiced amount if it has notified the Advertiser of advertisements which have not been called off and informed the Advertiser that payment will be due even if the advertisement is not published.

3. The Advertiser does not have the right to demand a particular placement for an advertisement unless an explicit agreement to this effect exists in text form.

4. The Publisher is entitled to mark with the word 'advertisement' any advertisements designed so they are not readily recognisable as advertisements.

5. The Publisher reserves the right to reject Advertisement Orders, including advertisements which are called off individually under a blanket arrangement, for reasons relating to content, origin or technical form, if the content of the advertisement breaks the law or contravenes official regulations. The Publisher may also reject advertisements at its discretion. The Advertiser will be informed immediately if an order is rejected.

6. The Advertiser pays the costs for any changes to the ad motif which it requests, and the costs of any significant changes made by the Publisher for which the Advertiser is responsible. The calculation of costs will be communicated to the Advertiser upon the Advertiser's request.

7. The Advertiser is responsible for the timely delivery of the print-ready artwork and ad copy. The artwork and ad copy deadline is authoritative for the timeliness of delivery (www.mate-magazin.de/mediadaten). If the Advertiser fails to deliver the artwork and ad copy by the deadline despite having received a verbal or written request to that effect from the Publisher, the Publisher is released from its obligation to publish the advertisement. However, the Advertiser's obligation to pay is not affected. If the Publisher is able to sell the advertising space to another Advertiser, however, it shall deduct the alternative advertising revenue from the amount owed by the original Advertiser.

Where the Advertiser places an order for the publication of several advertisements or follow-up orders and fails to deliver the print-ready artwork and ad copy in due time, the Publisher is entitled to publish the most recently published advertisement again. This applies even if the content of the advertisement is no longer current, provided that the Publisher has notified the Advertiser of this either verbally or in text form.

8. If the Advertisement Order explicitly specifies the graphical design of the ad motif the Advertiser is responsible for sending all motifs and information necessary to create the advertisement to the Publisher before the advertising deadline as per the media data (www.mate-magazin.de/mediadaten). If the Advertiser fails to meet this obligation, despite having received a verbal or written request from the Publisher, the Publisher is released from its obligation to publish the advertisement. In that case the Advertiser is still required to pay for the advertisement. If the Publisher is able to sell the advertising space to another Advertiser, however, it shall deduct the alternative advertising revenue from the amount owed by the original Advertiser.

9. If the advertisement is to be graphically designed, acceptance of the design shall be deemed to have taken place if the Publisher has sent the ad design to the Advertiser and the Advertiser has not communicated its rejection/criticisms of the design in writing to the Publisher by the artwork and ad copy deadline.

10. Publisher copyrights and rights of use arising from the design of the advertisement will only be transferred to the Advertiser to the extent necessary for contract execution. The Advertiser does not have the right to obtain the work results in file format from the Publisher. Furthermore, the Advertiser does not have the right to use the work results for purposes unrelated to the contract.

11. The Publisher guarantees the quality of printing typical for the publication concerned and possible on the basis of the artwork and ad copy provided.

12. If the quality of printing is deficient, the Advertiser is entitled to a reduction in price for the publication of the advertisement which reflects the extent to which the purpose of the advertisement has been impaired. If the quality of printing is significantly deficient, the Advertiser is entitled to demand a satisfactory replacement advertisement. The quality of printing shall not be deemed to be deficient if there is a minor deviation in colour or format, or a slightly different trim.

13. Claims for damages on any legal basis whatsoever are limited to reimbursement of the amount payable for the advertisement or supplement in question, except in the case of tort, personal injury or damage to health.

14. Furthermore, the Publisher has no liability for the gross negligence of vicarious agents in commercial business transactions; and in all other cases the Publisher's liability for gross negligence is limited to foreseeable damages up to the amount of the cost of the respective advertisement. The obligations to give notice of defects set out in section 377 of the German Commercial Code (HGB) apply accordingly.

15. Digital proofs will only be provided by explicit written agreement. The Advertiser shall return the proof to the Publisher, furnished with clearly legible corrections, without undue delay and by the artwork and ad copy deadline or the deadline communicated by the Publisher at the latest. The Publisher shall ensure that all clearly legible corrections which are communicated before the artwork and ad copy deadline or the set deadline are made.

16. If no specific size specifications are provided the advertisement height that is typical for the type of advertisement will be used for calculation purposes.

17. The Publisher shall apply due diligence when accepting and checking the advertisement texts. However, it shall have no liability if it has been misled or deceived by the Advertiser. By placing an Advertisement Order the Advertiser is liable to pay the cost of publishing a counter statement based on claims actually made in the published advertisement at the respectively effective advertising fee. Furthermore the Advertiser shall, in this case, pay all costs incurred by the Publisher, such as legal audit, legal defence and other costs. Further compensation for damages remains unaffected by this.

18. The Advertiser shall have responsibility for the content and legal admissibility of the text and image documents submitted for publication. Furthermore, the Advertiser shall hold the Publisher harmless against third party claims in connection with the execution of the order. The Publisher is not under any obligation to check orders and advertisements to ascertain whether they are affected by third party rights. The Advertiser shall also hold the Publisher harmless against all claims resulting from breaches of copyright, personal rights and other third party rights to the published material.

19. Changes to the advertising rate schedule shall apply from the date of entry into force or, when orders are in progress, two months after being announced at the earliest.

20. In the event of force majeure or industrial action through no fault of the Publisher, the Publisher is released from the obligation to fulfil orders and pay compensation for damages.

21. The Publisher accepts no liability for communication errors in the case of advertisement bookings, changes in dates and issues, text corrections and the like which are made by telephone.

22. If an advertisement contract is extended, a discount corresponding to the actual purchase quantity can be agreed for the newly booked advertisements. The Advertiser is not entitled to claim retroactive discounts.

23. Booked advertisements may be cancelled by notifying the Publisher in text form. For cancelled advertisements, a cancellation fee of 35% of the agreed advertisement price is due for cancellations up to 60 days before the advertisement deadline, a cancellation fee of 50% of the agreed advertisement price in the period from 59 to 30 days before the advertisement deadline, a cancellation fee of 75% for cancellations in the period from 29 to 14 days before the advertisement deadline and a cancellation fee of 100% for cancellations thereafter. Furthermore, contract discounts pursuant to the rate schedule are granted on the actual purchase volume and apply to all further advertisements purchased under this contract. The Publisher will subsequently charge the Advertiser for any discount granted which is too high for the advertisements already invoiced under the contract. If the Publisher is able to sell the advertising space to another Advertiser, however, it shall deduct the alternative advertising revenue from the amount owed by the original Advertiser.

24. The Publisher reserves the right to charge special rates for advertisements in supplements and special publications.

25. Unless the Advertiser pays in advance the invoice will be issued without delay and, where possible, within fourteen days of the advertisement's publication. It is due immediately.

26. In the event of late payment or deferment of payment, the Advertiser must pay interest and costs. In the event of default in payment, the Publisher may defer further execution of the current order until payment is made and demand advance payment for the remaining advertisements. In this case the Publisher has the right to terminate the contract for cause after appropriate notification of a time limit for payment. If the Publisher exercises its right to terminate the contract for cause, it is entitled to demand the agreed remuneration for the entire scope of the order. However, the Publisher has to deduct from that amount the costs saved as a result of terminating the contract, or the costs acquired or maliciously refrained from acquiring through other use. If there is reasonable doubt about the Advertiser's solvency, the Publisher is entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent upon the advance payment of the amount due and upon settlement of outstanding invoice amounts, irrespective of any originally agreed term of payment.

27. By concluding the contract, the Advertiser agrees that the data necessary to maintain business relationships will be electronically stored and processed by the Publisher.

28. If a contract for one or more advertisements is entered into, a price reduction may not be claimed on the basis of a reduction in circulation if no circulation was specified in the order placed.

29. Printed copy provided by the Advertiser will only be returned to the Advertiser upon special request within up to a maximum of 3 months after publication of the advertisement.

30. The place of performance is the Publisher's registered place of business. In business transactions with merchants, legal entities under public law or entities with special public funds the courts at the Publisher's registered place of business have jurisdiction over legal actions. The courts at the Publisher's registered place of business also have jurisdiction if the domicile or habitual residence of the Advertiser is not known at the time when a legal action is brought, or the Advertiser has relocated his or her domicile or habitual residence since concluding the contract to outside the scope of application of the law.