

DVV MEDIA GROUP GENERAL TERMS AND CONDITIONS OF BUSINESS

These general terms and conditions of business shall be valid for all contracts concluded with DVV Media Group GmbH (hereinafter referred to as “publisher”) regarding the publication of advertisements, irrespective of whether the client or customer is a consumer, an entrepreneur or a merchant. Any terms and conditions issued by the client or the customer which conflict with or differ from these general terms and conditions of business shall not be recognized. This shall also apply, if we do not expressly object to the inclusion.

1. ADVERTISEMENTS

1. The term „advertisement order” as used in the following general conditions of business shall refer to the contract concerning the publication of one or more advertisements of any advertiser or any other space buyer in a printed publication for circulation purposes.

2. Advertisement orders can be placed in person, by telephone, in written form, by e-mail or via the internet. The publisher shall not be liable for transmission errors.

In case of doubt, advertisements shall be called up within one year after the signing of the contract. If the right to call up individual advertisements is granted within the framework of the contract, the order processing has to be completed within one year after publication of the first advertisement, provided that the first advertisement is called up and published within the deadline specified in clause 1.

3. Upon contractual signing, the customer shall also be entitled, within the agreed time period or the time period mentioned in paragraph 2, to retrieve further adverts in addition to the volume stated in the order.

4. If non-performance occurs during the course of the contract, as a result of circumstances for which the publisher is not responsible, the client is obliged to totally reimburse the price, regardless of any other legal obligations. Reimbursement shall not apply if the non-compliance is based upon force majeure in the publisher's sphere of risk. In the event of force majeure or interruptions of operations (e.g. strikes, seizure etc.) the publisher has the right to a full payment of the published advertisements, if the orders have been fulfilled with 80% of the guaranteed paid circulation.

5. As regards the calculation of order quantities, the millimeter lines of the text shall be converted in accordance with the price into advertisement millimeters.

6. Orders for advertisements and third party inserts, which are placed with the declared intention of being published only in certain numbers, specific issues or at certain places in the printed publication, have to be communicated to the publisher in good time, so that the client can be notified prior to the respective closing date, if the order cannot be fulfilled in the requested manner. Otherwise there shall be no guarantee for the inclusion of advertisements in certain numbers, issues or places in the printed publication. Categorized advertisements shall be put under the respective heading without requiring a specific agreement to this effect.

7. Contrary to advertisements on ad-pages, advertisements with a text part will be published on editorial pages. Advertisements “only in the text” are advertisements not adjacent to other advertisements. The publisher is entitled to flag editorially designed advertisements which cannot be discerned as being such as “advertisement”.

8. The publisher reserves the right to reject advertisements – as well as individual placements as part of a standing order – and insert orders on the basis of their content, their origin or their technical form in accordance with uniform, objectively justified principles; the same applies if their content violates laws or administrative regulations or if their publication would be unacceptable to the publisher. This also applies to orders, which are placed with branch offices, order lines or agents. Insert orders are only binding for the publisher after submission of a sample insert and the publisher's approval thereof. Orders for supplements shall not be processed, if the supplements would give readers the impression of being a component of the newspaper or the magazine due to their format or layout, or if they contain advertisements by third parties. The refusal of an order will be communicated immediately to the client. The client bears sole responsibility for the content and legal admissibility of the text and the graphics provided for the insertion. The client shall indemnify the publisher against third party claims in this respect. This also applies if the order is cancelled. The publisher does not have a duty to determine whether orders or an advertisement order constitute an impairment of third party rights.

9. The customer is responsible for ensuring the timely delivery of the advertisement copy, proper printing material or inserts. The publisher shall require immediate replacement for visibly unsuitable or damaged printing material. The publisher guarantees the usual standard of print quality for the selected title within the technical scope of the material submitted.

10. If the advertisement is printed completely or partially illegible, the client is entitled to a reduction in payment or a correct substitute, but only to the extent that the purpose of the advertisement has been impaired. If the publisher does not comply with a reasonable deadline set for this purpose or if the substitute advertisement is again incorrect, the client shall have the right to reduce the price or to cancel the order. Any complaints – except in the case of obvious deficiencies – must be notified within four weeks after receipt of the invoice. The publisher shall hold responsible in all cases of contractual and extra-contractual liability in the event of wrongful intent and gross negligence in accordance with the statutory provisions for damage claims and reimbursement of expenses incurred in vain. In all other cases the publisher shall only accept liability – unless otherwise specified – in the event that an essential obligation of the contract has been violated, and the fulfillment of this contractual obligation is vital for the proper performance of the contract, and the observation of which the client may regularly rely on (so-called cardinal duty), however, restricted to the compensation for the foreseeable damages which are typical for the contract. In all other cases liability shall be excluded subject to the following clause. Liability for damages resulting in loss of life, physical injury or health damage, as well as liability under the Product Liability Act shall remain unaffected by the above restrictions to liability and liability exclusions.

11. Proofs shall only be provided if this is explicitly requested. The client shall bear the responsibility for the correctness of the returned proofs. The publisher shall take into account all corrections reported within the final deadline stipulated upon sending the proof. If the test prints sent to the client in good time are not returned by the deadline for the advertisements, then the approval for printing shall be considered to have been granted.

12. If no specific formats are indicated, the actual printing height as it is common for that type of advertisement will be taken as the basis for calculation.

13. If the client does not make payment in advance, the invoice shall be posted within 14 days following publication of the advertisement. The invoice shall be paid within the time limit as shown on the rate card, starting with the receipt of the invoice, if in specific cases no other time limit for payment or advance payment has been mutually agreed upon. Any discounts for premature payments are granted in accordance with the price list.

14. In the event of late or deferred payment, interests and collection costs shall be charged. The publisher is entitled to hold back the completion of a current order in the case of default in payment and demand payment in advance for the rest of the advertisements still to be published. In case of reasonable doubt concerning the solvency of the client the publisher shall be entitled, also during the term of an advertising order, to make the publishing of additional advertisements a contingent on payment of all unpaid amounts and the pre-payment of all remaining advertisements, irrespective of any payment conditions originally agreed upon.

15. Upon request, the publisher will supply a specimen copy of the advertisement together with the invoice. Depending on the nature and size of the advertisement order, cuttings of advertisements, sample pages or complete copies of the issue will be supplied. If a sample copy is no longer available, the publisher shall provide instead a legally binding declaration confirming the publishing and distribution of the advertisement.

16. The client shall bear the costs for printing blocks, films, lithographs, matrices and drawings, and any significant changes to the originally agreed specifications requested by the client.

17. A decrease in circulation may give grounds for an entitlement to a price reduction, if the overall circulation average throughout the insertion year beginning with the first advertisement or stipulated in the price list or otherwise – if the circulation has not been specified – is smaller than the average circulation sold during the previous calendar year (in case of trade magazines this refers to the circulation actually distributed, if applicable). A reduction in circulation shall only be a deficiency that justifies a price reduction, if the circulation falls short by at least 20%. Furthermore, any claims to price reduction or compensation shall be excluded, if the publisher has notified the client of the reduction in circulation in such a timely manner that the client could have withdrawn from the contract before the advertisement was published.

18. For advertisements with box numbers the publisher will keep and punctually pass on offers with the due diligence of a prudent businessman. Registered letters and express letters in response to box number advertisements shall only be forwarded by normal postal means. Any incoming letters for box number advertisements will be retained for four weeks and will be destroyed if not called for within this period. Valuable documents shall be returned by the publisher without being obligated to do so. The publisher reserves the right to open incoming letters for checking purposes in order to prevent the abuse of box number services. The publisher is not obliged to pass on business proposals and offers from brokers. Letters which exceed the permissible DIN A4 size, as well as goods, books, catalogues and packages are excluded from onward transmission and will not be accepted; however, receipt and forwarding can be agreed in particular cases, if the client bears the charges/costs incurred as a result.

19. Print material shall only be returned to the client upon special request. The obligation to keep this material ends three months after expiry of the order.

20. The place of performance is Hamburg. In commercial transactions with merchants, legal persons under public law or public law special funds the place of jurisdiction is Hamburg. If the client does not have a general place of jurisdiction in the inland, then the area of jurisdiction is Hamburg. If the domicile or place of habitual residence of the client is unknown at the point in time when the complaint is raised, or if, after conclusion of the contract, the client has transferred his usual residence to a place outside the area in which the law is valid, it is agreed that the publisher's business address shall be the place of jurisdiction. The contract shall be subject to German law. We are not willing nor obligated to submit to an “out-of-court consumer arbitration litigation” concerning consumer dispute settlement proceedings.