

# General Terms and Conditions for Advertising

## Article 1 - Contracting parties

The following general terms and conditions (hereinafter referred to as "GTC") shall apply exclusively for all advertising and supplement purchase orders. Any conflicting terms and conditions, in particular the terms and conditions of customers, are only valid if and inasmuch as they have been approved by us.

Subscription purchase orders are concluded with ad-media GmbH (hereinafter referred to as "ad-media").

Address: ad-media GmbH      Commercial Registry Cologne HRB 22639  
Industriestraße 180      VAT ID No.: DE151602464  
50999 Cologne  
Germany

Managing Directors:  
Dr. Ing. Holger Karutz, Alexander Olbrich

Our offers are aimed exclusively at businesses. Businesses in the sense of these GTC are all natural or legal persons or partnerships with legal capacity, who are acting in pursuit of their commercial or independent professional activities on concluding the contract. No contract will be concluded with consumers.

## Article 2 - Exclusion of responsibilities in electronic business transactions

§ 312e Section. 1 p. 1 no. 1 to 3 and sentence 2 German Civil Code shall not be applicable.

## Article 3 - Conclusion of contract and purchase order content

Any order placed by a customer (online, by email, letter, fax or telephone) shall represent a legally binding offer to ad-media to conclude an advertising or supplement purchase contract. Upon reception of your order, you will receive written confirmation from us by which we confirm the reception of your order and the conclusion of an advertising contract. Supplement purchase orders can only be concluded when a supplement master copy has been forwarded to ad-media and after the latter's approval. ad-media reserves the right to decline advertising purchase orders - including individual requests in the course of an agreed contract - and supplement purchase orders with a particular view to their content, origin or technical form. In particular, advertisements and supplements can be refused whose content according to ad-media's due and best judgement violates laws, official regulations or public morality and whose publication is thus unacceptable for ad-media. Advertisements / supplements that are not recognisable as such due to their editorial layout will be clearly identified with the word "advertisement".

Purchase orders for advertisements and supplements where it is stated that they shall be published solely in certain editions or at specific positions in the magazine must be received by ad-media in good time so that the customer can still be informed before the advertising deadline if the contract can be carried out in this way. The customer shall be responsible for supplying the advertisement text and proper print materials plus any supplements on time.

Artwork will only be returned to the customer if explicitly requested. ad-media will keep the materials for the length of one year after the advertisement has appeared.

## Article 4 - Responsibility for advertisement / supplement content

The customer shall be solely responsible for the content of any materials made available. The customer affirms that the materials supplied are free from the rights of third parties and that no third person rights (e.g. personal rights, copyrights, trademark and industrial property rights, etc.) or statutory regulations (e.g. the act against unfair practices) have been infringed. ad-media shall not be obliged to check into the legal admissibility of the publication particularly in respect of the content of the materials.

The customer will release ad-media on first demand from all claims by third parties that the latter may assert against ad-media (in particular, misprision, redress, compensation) on account of the publication of advertisements / supplements. This shall also include the costs of publishing a repudiation in accordance with the current ad-media advertising rates applicable. In addition, the customer shall be liable to ad-media for damages that may occur to ad-media for publishing advertising / supplement content that infringes the law or is otherwise legally inadmissible.

## Article 5 - Prices and cancellations

Current valid prices can be ascertained with the assistance of the price calculator to be found under the "Advertisement Rates" item on the website belonging to each individual publication. All prices given are net, excluding value added tax at the statutory rate.

ad-media reserves the right to change the prices of the products offered at any time. The current prices on our website shall be valid at the point in time of your order.

An advertisement or supplement purchase order can be cancelled up to the advertising deadline without incurring any costs. If the cancellation occurs after the advertising deadline, then ad-media will invoice the customer for any work carried out up to that time. Cancellation shall no longer be possible after the print materials deadline.

## Article 6 - Extra charges

The costs must be borne by the customer for preparing print-ready materials, for repairing any print materials damaged when received, as well as for any changes requested or caused by the customer to the originally agreed contract. Positioning requests will not be considered as mandatory without payment of the surcharge rates for positioning.

## Article 7 - Conditions of payment

The agreed remuneration shall be due and payable without deduction immediately after receipt of invoice. A 2% discount will be granted in the case of payment by direct debit, credit card or prepayment. The customer will be in default of payment 10 days after receipt of invoice. The interest on arrears will amount to 8% above the current base rate, § 288 Section 2 German Civil Code.

## Article 8 - Warranty

ad-media GmbH warrants normal printing quality for the issue concerned within the realm of possibilities presented in terms of the quality of the print materials supplied. Should poor printing occur in his advertisement, the customer shall be entitled to claim for a replacement advertisement. Should the replacement advertisement also be defective, then the customer shall be entitled to claim a reduction in price or withdraw from the contract. Defects in the print materials supplied by the customer but not immediately recognised and first discovered during the printing process only shall not constitute any grounds for the customer to claim a reduction in payment, a replacement on account of poor printing or withdrawal from the contract. Obvious defects must be made known to ad-media without delay after the publication of the advertisement / supplement and hidden defects without delay after their discovery. If the customer fails to give notice in good time, then the enforcement of warranty claims due to defect shall be ruled out, unless ad-media concealed the defect maliciously.

## Article 9 - Liability

ad-media shall be liable for damages caused by wilful intent or gross negligence, loss of life bodily injury and impairment to health, and according to the provisions of the German product liability law. In the case of a negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of ad-media shall be limited in amount to the damages that are foreseeable and typical.

There shall be no further liability on the part of ad-media.

The above limitations of liability shall also be valid for the personal liability of employees, representatives and organs of ad-media as well as for the liability of ad-media's vicarious agents.

Notwithstanding the foregoing, the customer shall be liable for errors in transmission in respect of advertisements, date and issue alterations, text corrections and cancellations that are made by telephone.

## Article 10 - Governing law and court of jurisdiction

These GTC and any contractual relationship existing between the customer and ad-media shall be subject to German law excluding the UN purchasing convention. The languages in which our GTC can be downloaded on our website are available to our customers for concluding a contract. In the event that these General Conditions are translated into another language, in case of doubt, always the German version has priority. The sole court of jurisdiction for all disputes between the parties arising from or in relation to this contract shall be Cologne, inasmuch as legally permissible.

## Article 11 - Protected content

Our website contains copyrighted content such as brandings, templates, texts, photographs, graphics, films, illustrations, etc. that may only be utilised with the explicit approval from ad-media.