

# GENERAL TERMS AND CONDITIONS

1. In cases of doubt orders for advertisements must be settled within one year of conclusion of the contract.
2. The discount rates referred to in the advertisement price list shall only be granted for the advertisements of an advertiser appearing within one year. The time period begins with the appearance of the first advertisement unless another beginning date has been agreed upon conclusion of the contract. If the party ordering does not comply with this time period he/she will be back-charged with the excess discount granted for advertisements which have already appeared. If an order is extended within the insertion year the higher level of discount shall be granted subsequently for advertisements which have already appeared.
3. For all advertisement orders the publisher reserves the right to refuse orders in accordance with standardized principles even after the beginning of the insertion due to the content, origin or technical form without the possibility of damage claims being put forward as a result of this. The ordering party will be informed of this refusal for which no reasons have to be specified.
4. Proofs will be supplied only if expressly required. The ordering party shall bear the responsibility for the correctness of the returned proofs. If the ordering party does not return the proofs sent to him/her within the specified time this shall be considered as approval for press. Advertisements which cannot be recognised as advertisements due to their editorial design shall be marked by the publisher as advertisements. Loose inserts which due to their format or design gives the reader the impression that it is part of the journal or which contain external advertisements shall not be accepted.
5. No guarantee shall be given for the acceptance of advertisements in certain numbers, certain issues or in certain places of the publication unless the ordering party expressly makes this a condition of the validity of the order.
6. If there are no particular specifications with regard to size the price calculation will be based on the actual printing height.
7. The obligation to retain matrixes, printing blocks, data carriers and films ends three months after publication of the last advertisement unless a special agreement has been expressly reached. Printing material shall only be returned upon request.
8. If the ordering party does not pay in advance the invoice shall be payable within the time period specified in the price list as from receipt of the invoice unless a shorter term of payment or pre-payment has been individually agreed.
9. In the case of failure to pay on the due date or extension of the term of payment the usual default interest as well as the collection costs shall be charged; the publisher shall have the right to defer carrying out any further orders until payment has been made.
10. The costs of considerable changes to originally agreed designs and for the supply of printing blocks, matrixes, drawings, films and data carriers ordered shall be borne by the ordering party. If orders granted before printing of the relevant issue are withdrawn the ordering party shall bear the typesetting costs incurred.
11. Upon alteration of the advertisement prices the new terms and conditions shall be immediately applicable also for current orders unless some other agreement has been expressly reached.
12. After publication of the advertisement the publisher shall supply an advertiser's copy free of charge upon request. If it is no longer possible to obtain such a copy an insertion certificate shall be issued by the publisher in its place.
13. A decisive factor for the performance of the contract is the determination of the relevant valid advertisement price list including the general terms and conditions.
14. The advertiser shall be responsible for supplying the advertisement text, printing material or loose inserts within the prescribed period. If the ordering party makes available perfect printing material the publisher shall be held responsible for the quality of the reproduction. The ordering party shall only have cause to claim for a reduction in price or compensation when the purpose of the advertisement is considerably impaired by the quality of the reproduction. The publisher shall not be liable for incorrect printing of control characters unless otherwise agreed. Complaints must be put forward within 4 weeks after receipt of the invoice. The publisher cannot accept any liability for the correctness of reproduction for orders given by telephone.
15. In the case of box number advertisements the publisher shall make available its services for the receipt, administration and prompt handing over of any incoming offers. There shall be no guarantee of the safekeeping and timely forwarding of the offers. Claims for conversion, reduction in price or compensation due to loss or delay in handing over such transit correspondence shall be excluded. Offers not referring to the content of the advertisement or those which simply contain promotion material or business instructions can be excluded from dispatch, safekeeping and handing over.
16. Exclusion of competitors cannot be conceded.
17. In the case of force majeure any obligation to fulfil orders and services of compensation shall expire. In particular, no compensation shall be paid for advertisements or loose inserts not published at all or not published on time.
18. Place of performance and jurisdiction shall be Berlin.