

Terms of Business Transactions

1. In case of doubt, advertising orders shall be completed within one year after conclusion of the contract.
2. The discounts shown in the advertisement price list shall only be granted for advertisements of an advertiser appearing in a printed publication within one year. This period shall begin when the first advertisement appears, unless another beginning date has been agreed in the contract.
3. The advertiser shall be entitled retroactively to the discount resulting from the actual purchases of advertisements within one year, if he has placed an order at the beginning of the contract period through which he is a priori entitled to a discount as quoted in the price list.
4. To calculate purchased quantities, text millimeter lines shall be converted to advertisement millimeters at the quoted price.
5. Publication of advertisements in definite numbers, issues or spaces within the magazine cannot be guaranteed, unless the advertiser has expressly declared such publication as a precondition for the validity of the contract.
6. If an advertisement is to be positioned in the text part, the text-part price has to be paid. Text advertisements which cannot be recognized as such from their design will be clearly labeled as advertisements. Advertisements which are bordering to text only on one side (text-bordering advertisements) will be calculated on the basis of the advertising-section price.
7. The publisher shall be free to accept or reject advertising orders or insert orders. In contract orders the publisher shall be free to accept or reject single orders within such a contract. The publisher shall also have the right to reject advertising orders which have been placed at the counters of a branch office or at other offices. If an order has been rejected, the advertiser shall be notified immediately.
8. The publishers guarantees the typographically flawless reproduction of the advertisement. Unusable or damaged prepress documents will be instantaneously returned to the advertiser.
9. In case of totally or partially illegible, incorrect or incomplete print, the advertiser shall be entitled to a price reduction or substitute advertisement, but only up to the amount equivalent to the derogation of the purpose of the advertisement. Further-reaching liabilities of the publisher shall be excluded. Wrongly printed check protocols shall not constitute a right for claims on the advertiser's part.
10. Test proofs shall only be provided if explicitly desired. The advertiser shall be responsible for the correctness of the returned proofs. If the advertiser does not return the proofs which he has received on time within the deadline, the imprimatur shall be assumed.
11. If no special instructions for size have been declared, price calculation shall be based on the actual printing height.
12. If the client does not pay in advance, the invoice plus evidence shall be issued by the fifth day of the month following publication of the advertisement at the latest. The invoice shall be paid within a period of time specified in the price list and starting with receipt of the invoice unless a shorter payment period or advance payment have been agreed. Possible discounts for early payment shall be granted in accordance with the price list.
13. In case of delay or deferral of payment, interest amounting to 1 % above the bank rate of the Deutsche Bundesbank and collection costs shall be charged: the publisher can defer the execution of the order until payment. No discount shall be granted in case of insolvency and legal settlement of bankruptcy.
14. If desired, the publisher will deliver a document copy immediately after an advertisement has been published. A complete copy issue will be delivered if this is justified by the nature and scope of the advertising order. If it is not possible to provide a copy, the publisher shall issue a legally binding acceptance certificate.
15. If the contract is not fulfilled for reasons which are beyond the publisher's control, the advertiser shall reimburse the difference between the granted discount and the discount resulting from the actual purchase to the publisher without prejudice to any other legal obligations.
16. Costs for substantial modifications to the originally agreed version shall be charged to the advertiser.
17. A reduction of the print edition shall only influence the contract if a granted print edition decreases by more than 20 per cent.
Moreover, any claims for price reduction and damages shall be excluded, if the publisher has informed the advertiser about the reduced edition at a an early stage, so that the advertiser could have withdrawn from the contract.
18. Price modifications shall enter into force immediately also for running contracts, unless other regulations have been agreed.
19. The publisher shall not be held liable for the storage and timely forwarding of replies to advertisements with box numbers. Registered and express letters answering advertisements with box numbers can only be forwarded via regular mail.
To maintain the interests and protection of the advertisers, the publisher reserves the right to open incoming offers for checking purposes to avoid abuse of the box-number service. The publisher shall not be obliged to forward marketing letters and intermediary offers. Responses to box-number advertisements shall be stored for 4 weeks. Letters which have not been collected within this period or cannot be dispatched will be destroyed. The publisher shall return valuable documents without legal obligation to do so.
20. Place of payment and execution and jurisdiction: Hann. Münden