

## General Terms and Conditions for Advertisements

1. The term "advertising order", as used in the following General Terms and Conditions, refers to the contract governing the publication of one or several advertisements of an advertiser or other advertising space purchaser in print publications for the purpose of dissemination.
2. Unless stated otherwise, advertisements shall be released for publication within one year of the date on which the contract was signed. If the right to release individual advertisements is included as part of the contract, the order shall be processed within one year of the appearance of the first advertisement, if the first advertisement was released and published within the timeframe stated in sentence 1.
3. When a contract is in place, the client is also entitled to release additional advertisements, above and beyond the advertising volume stated in the order, within the agreed timeframe, or within the timeframe stated in section 2, as applicable.
4. If an order is not fulfilled due to circumstances that are beyond the publisher's control, the client shall refund to the publisher the balance between the discount granted and the discount due for the number of advertisements that were ultimately published, irrespective of any other legal obligations. This refund shall not be applicable if the non-fulfilment is due to force majeure within the scope of risks to be assumed by the publisher.
5. The inclusion of advertisements in specific editions, specific issues or in specific placements within the printed publications cannot be guaranteed, unless the client has made this an explicit condition of the validity of the order.
6. The publisher reserves the right to refuse advertising orders – even individual release orders within the scope of a contract – on grounds of content, origin or technical format in accordance with the publisher's standard, objectively justified principles, if their content violates laws or official regulations or if it is unreasonable to expect the publisher to publish them. This also applies to orders which were commissioned through branch offices, receiving offices or agents. The client shall be informed promptly that the order has been rejected.
7. The client is responsible for the punctual delivery of complete and flawless print materials. The publisher shall immediately request the replacement of discernibly unsuitable or damaged print materials. The publisher guarantees the print quality customary for the selected publication to the extent that this is permitted by the print materials.
8. In the event that the advertisement is wholly or partially illegible, incorrect or incomplete when printed, the client is entitled to a reduction in payment or to a correct replacement advertisement, but only to the extent that the purpose of the advertisement was adversely affected. The publisher accepts no further liability. Complaints must be asserted within four (4) weeks of receiving the invoice and the specimen copy. The publisher accepts no liability for errors of any kind arising from telephone communication.
9. If the client does not pay in advance, the invoice and specimen copy will be sent immediately, but at the latest fourteen (14) days following publication of the advertisement.
10. The invoice must be paid within the period shown in the rates list and commencing on the date the invoice is received, unless a shorter payment period or advance payment has been agreed in that individual case.
11. In the event of late or deferred payment, interest will be charged as well as the costs incurred for collection. In the event of late payment, the publisher may suspend the further fulfilment of the current order until payment is received and may also demand advance payment for the remaining advertisements. Even during the term of an advertising contract, if there is justifiable doubt about the client's solvency, the publisher is entitled to make the publishing of further advertisements contingent on advance payment of the fee and settlement of any outstanding invoices, irrespective of any date of payment that was originally agreed.

12. On request, the publisher will send a specimen copy of the advertisement together with the invoice. If a specimen copy can no longer be procured, the publisher shall instead provide a legally binding certification of the publication and distribution of the advertisement.
13. Print materials shall only be returned to the client if specifically requested. The obligation to retain the print materials shall end three (3) months after the order has expired. The publisher assumes no liability for the safekeeping of the print materials (copy, artwork, etc.).
14. The publisher's registered office is the place of fulfilment. Unless legislation prescribes otherwise, the publisher's registered office is the place of jurisdiction. The publisher's registered office is also agreed as the place of jurisdiction for the collection procedure as well as in the event that the client's domicile and main residence are unknown at the time of institution of legal proceedings.

#### **Additional Terms and Conditions for Advertisements**

- a) The publisher's General and Additional Terms and Conditions, the order confirmation and the currently valid rate list apply to each order. Advertising orders that have been placed do not become legally binding until they have been confirmed in writing by the publisher.
- b) If any defects in the print materials are not immediately discernible, but only become apparent during the printing process, the advertiser shall not be entitled to assert any claims if the print quality is unsatisfactory.
- c) In the event of force majeure, any obligation on the part of the publisher to fulfil orders and pay compensation expires. In particular, no compensation will be paid either for advertisements that are not published, or are not published on time.
- d) The submission of multiple colour templates for a single advertisement, failure to deliver print materials on time and requests for printing that deviate from the print materials can affect placement and print quality and exclude subsequent complaints. The publisher shall reserve the right to charge for additional costs.
- e) In the event of disruptions to operations or interference due to force majeure (industrial dispute, seizures and such like) the publisher is entitled to full payment for the published advertisements if eighty percent (80%) of the respective print run for the orders was fulfilled. Lower order fulfilment shall be paid according to the rate per thousand (1,000) pages.
- f) The client is responsible for ensuring that the advertisement does not violate legal regulations.
- g) Changes to size and format, switching of colours, as well as suspensions of orders are no longer possible after the booking deadline. The publisher accepts no liability for accuracy of reproduction in the case of advertisements placed by telephone or changes submitted by telephone.
- h) In the case of box advertisements, the publisher shall exercise due care and diligence in the safekeeping and punctual forwarding of offers. The publisher accepts no further liability above and beyond this. Registered letters and express letters shall only be sent by ordinary post.
- i) The publisher reserves the right to publish the client's advertisements in a digital version of the issue (e.g. as an e-paper).
- j) Companies whose business purpose includes among other things the placement of advertising orders for various clients (joint advertising) are obliged to obtain prior agreement from the publisher.

## **Right of cancellation**

You have the right to cancel this contract within fourteen (14) days without cause. The cancellation period comprises fourteen (14) days from the day on which you or a designated third party other than the carrier took possession of the initial goods or received the digital content. To exercise your right of cancellation, you must notify us, F.A.Z. BUSINESS MEDIA GmbH, in an unequivocal statement (e.g. a letter sent by post, a fax or an email) about your decision to cancel this contract. To do this, you may use the attached sample cancellation form, but this is not, however, obligatory. If you send the notification that you are exercising your right to cancellation before the end of the cancellation period, this will suffice to comply with the cancellation deadline.

## **Consequences of the cancellation**

If you cancel this contract, we shall be obliged to reimburse you for all payments which we received from you, including delivery costs (with the exception of the additional costs that arise if you have chosen a different form of delivery from the standard delivery we offer and which is the cheapest option) immediately and at the latest within fourteen (14) days from the day on which we received the notification that you have cancelled this contract. We will use the same payment method for this reimbursement that you had used for the original transaction, unless something different was expressly agreed with you. On no account will you be charged fees because of this reimbursement.

## **Sample cancellation form**

If you would like to cancel your contract, please complete this form and return it to us at:

F.A.Z. BUSINESS MEDIA GmbH

Frankenallee 71-81, 60327 Frankfurt, Germany

Tel.: (+49 60 31) 73 86 3239

Email: verlag@frankfurt-bm.com

I hereby cancel the contract I concluded for the purchase of the following goods:

Name of consumer

#### Address of consumer

Date      Signature of consumer (only for paper notifications)