

General Terms and Conditions for Advertisements

1. Preamble

- 1.1 The following General Terms and Conditions (“**T&Cs**”) regulate the contractual relationships between us, the commercially operating F.A.Z. BUSINESS MEDIA GmbH, represented by Managing Directors Dominik Heyer and Hannes Ludwig, Frankenallee 71-81, 60327 Frankfurt am Main, Germany (“**Publisher**”) and advertisers or other interested parties (“**Client**”).
- 1.2 The Publisher’s T&Cs, the order confirmation, and the respective currently valid rate list apply to each order. Advertising orders do not become legally binding until they have been confirmed in writing by the Publisher. Deviating Terms and Conditions of the Client shall not apply.

2. Definitions

- 2.1 An **advertising order** as defined in these T&Cs is the contract governing the publication of one or several advertisements in publications of the Publisher in the areas of print, online (website, e-paper) and/or newsletters for the purpose of dissemination.
- 2.2 An **insert order** as defined in these T&Cs is the contract governing the publication of one or several inserts for a publication of the Publisher in the areas of print, online (website, e-paper) and/or newsletters for the purpose of dissemination.
- 2.3 A **placement** as defined in these T&Cs is the publication of an advertisement in a certain or definable publication and form.
- 2.4 The **booking deadline** as defined in these T&Cs denotes the last possible point in time to accommodate advertisements in a specific issue of one of the Publisher’s publications and to amend its formatting and placement. The point in time of the booking deadline can be read in the specific product’s media data.
The materials deadline as defined in these T&Cs denotes the last possible point in time to deliver the print materials for the advertising order. The point in time of the materials deadline can be read in the specific product’s media data.

3. Publication, cancellation, and liability for advertising content

- 3.1 The Publisher accepts no liability for incorporating advertisements in specific volumes, in specific issues or in specific locations of the publication, unless the Client explicitly made the validity of the order dependent on this. After the booking deadline, suspensions, amendments to sizes or formats, or changes of colour, are no longer possible. The Publisher reserves the right the right to publish the Client’s advertisements additionally in a digital version of the issue (e.g., as an e-paper). Should the Publisher refrain from publishing a print edition and should the publication only ensue in digital format, the Publisher will find an individual solution for an alternative publication of the advertisement with the Client who had placed the order for an advertisement in the printed edition and will contact the Client for this purpose.

- 3.2 Unless agreed otherwise, advertisements shall be placed within one year of the date on which the contract was signed. If the right to place individual advertisements is granted and if the first advertisement was placed and published within the agreed timeframe, or within the timeframe stated in sentence 1, the order shall be processed within one year of the date on which the contract was signed.
- 3.3 Cancellations of advertisements can only be considered up to the booking deadline. Cancellations must be made in writing. If an advertisement is cancelled, the Publisher can issue an invoice for the typesetting costs incurred. If a cancellation occurs after the booking deadline, the total amount of the advertisement will be invoiced.
- 3.4 The Client alone has responsibility for the content and for the legal admissibility of the text and graphic material provided. It is the Client's responsibility to indemnify the Publisher against third-party claims which these third parties incur against the Publisher for executing the contract. The Publisher is not obliged to review orders and advertisements in order to establish whether they prejudice third-party rights. The Client shall also expressly indemnify the Publisher against all claims arising from violations of legal requirements by the advertisements, in particular competition and copyright law.
- 3.5 If the Client receives a warning because of the anti-competitive nature of an advertisement, or if the Client has pledged to pay a contractual penalty to third parties, or if the Client has been forbidden by a court to disseminate this advertisement, the Publisher must be informed of this immediately in writing. The Client's request not to publish the advertisement in question can only be considered by the Publisher if a letter to this effect is received by the head of advertising on the day of the booking deadline for the advertisement in question.
- 3.6 By placing the order, the Client commits to carrying any costs that arise for the publication of a rebuttal, in accordance with the current advertising rate.

4. Refusal of advertisements, shortcomings, non-fulfilment

- 4.1 The Publisher reserves the right to refuse advertising and insert orders – including individual placements within the scope of a contract – on grounds of content, origin, or technical format. The Publisher furthermore reserves the right to explicitly label advertisements and insert orders as advertisements as well as to require the naming of a responsible party as defined in German press law (V.i.S.d.P). This also applies to orders which were commissioned through branch offices, receiving offices or agents. Inserts which give the reader the impression that they are part of the newspaper or magazine because of their format or look, or which contain third-party advertisements, will not be accepted.
- 4.2 The Client shall be informed promptly that the order has been rejected.
- 4.3 The Client is responsible for the punctual delivery of complete and flawless print materials or inserts. If any shortcomings in the print materials are not immediately discernible, but instead only become evident during the printing process, the Client shall have no right of recourse in the event of unsatisfactory printing. The Publisher shall immediately request the replacement of discernibly unsuitable or damaged print materials.

4.4 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 templates can affect placement and print quality and shall exclude subsequent complaints. The Publisher reserves the right to charge for additional costs arising as a result. The Publisher shall accept no liability for accuracy of reproduction in the case of advertisements placed by telephone or changes submitted by telephone.

4.5 Complaints on the part of the Client in the event that the printed advertisement is wholly or partially illegible, incorrect, or incomplete must be asserted within four (4) weeks of receiving the invoice and the specimen copy.

5. Payment terms and late payment

5.1 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. 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.

5.2 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.

6. Place of fulfilment and place of jurisdiction

6.1 The Publisher's registered office is the place of fulfilment.

6.2 Unless legislation mandatorily 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.