Terms and conditions

General Terms and Conditions of Business for Advertising and Insert Supplements in Newspapers and Periodicals

1. Advertisement order as used in the following general terms and conditions of business refers to the contract concerning the publication of one or more advertisements by an advertiser in a printed publication for circulation purposes.

2. In case of doubt, advertisements shall be released for publication within one year after the publishing agreement is concluded. If the right to release individual advertisements is granted under the terms of an agreement, the order must be carried out within one year after publication of the first advertisement, insofar as the first advertisement is released and published within the time promised.

3. With the closing of agreements, the client is also entitled to release other advertisements, in addition to the number of advertisements named in the order within the time period agreed upon, or that which is cited in paragraph 2.

4. Should an order not be filled for reasons beyond the publisher’s control, the client is entitled to refuse to refund to the publisher the difference between the discount granted and the respective discount for the number of advertisements actually published, irrespective of any other contractual obligations. Should the non-performance be due to force majeure on the part of the publisher, there is to be no such refund.

5. In computing the total space, text millimeter lines will be converted into advertisement millimeters in respect of the price.

6. Orders for advertisements and furnished inserts which are to be published in specified issues or editions, or in a specified space, must be received by the publisher in good time, so as to allow the publisher before the closing date to advise the client should it prove impossible to execute the order as stipulated. Classified advertisements will be placed in the respective section without requiring any special arrangement.

7. Text-section advertisements are advertisements bordered on at least three sides by text and not by other ads. Advertisements which are not identifiable as such on account of their format on the draft will be marked by the publisher with the word “Advertisement.”

8. The publisher reserves the right to refuse to accept advertisement orders or individual releases under a contract, as well as for orders in an account on their content, origin, or technical form on the basis of uniform and justified principles, should their content violate any existing laws or regulations or should such publication be unacceptable to the publisher. This also applies to orders placed with branch offices, advertising agencies or representatives. Orders for furnished inserts will not become binding on the publisher until specimens of such inserts have been presented and approved. Inserts whose format or layout give the impression of being part of the newspaper or periodical, or which contain other advertisements, will not be accepted by the publisher. The client will be advised of such refusal of an order without delay. The client is responsible for the supply in good time of the advertisement text, as well as correct copies of the text. Advertisements which are not supplied in good time, damaged, or damaged by other ads, or are unsuitable or damaged, the publisher will immediately request replacement. (Please see the Additional Terms and Conditions of Business for Advertising and Insert Supplements in Newspapers and Periodicals.

9. The client bears sole responsibility for the content and legal admissibility of the text and graphic materials made available for the insertion. By placing an advertisement order, the client makes himself liable for the cost of publishing a counter advertisement relating to the advertising order or any order in which the advertisement under consideration. Complaints – with the exception of those which are not obvious or – if no circulation quantity is stated – is less than the average circulation sold (for trade purposes), shall not be taken into consideration. This cost shall be calculated in accordance with the current advertising rate. It is incumbent on the client to indemnify the publisher from third-party claims arising out of the execution of the order – even if it has not been cancelled in good time – as raised against the publisher. The publisher is not obliged to check orders and advertisements as to whether they breach the rights of third parties. If cancelled advertisements appear, then this does not justify any claim against the publisher even on the part of the client. The client also indemnifies the publisher from all claims regarding breach of copyright.

10. The publisher reserves the right to refuse to accept advertisement orders or individual releases under a contract, as well as for orders in an account on their content, origin, or technical form on the basis of uniform and justified principles, should their content violate any existing laws or regulations or should such publication be unacceptable to the publisher. This also applies to orders placed with branch offices, advertising agencies or representatives. Orders for furnished inserts will not become binding on the publisher until specimens of such inserts have been presented and approved. Inserts whose format or layout give the impression of being part of the newspaper or periodical, or which contain other advertisements, will not be accepted by the publisher. The client will be advised of such refusal of an order without delay. The client is responsible for the supply in good time of the advertisement text, as well as correct copies of the text. Advertisements which are not supplied in good time, damaged, or damaged by other ads, or are unsuitable or damaged, the publisher will immediately request replacement. (Please see the Additional Terms and Conditions of Business for Advertising and Insert Supplements in Newspapers and Periodicals.

11. Proof copies will only be supplied on special request. The client is responsible for the correctness of proof copies returned by him. The publisher will consider any corrections made by the client if and when they are made within the period specified when the proof copy is sent to the client.

12. If no specific size has been stipulated, the actual print size customary for the type of advertising shall be the basis for invoicing.

13. In the event that the client does not pay in advance, the invoice shall be sent immediately, if possible, however, fourteen days after publication of the advertisement. The invoice shall be paid within the period as indicated in the price list, unless a different payment period or prepayment has been agreed upon in individual cases. Possible discounts for early payments are granted according to the price list.

14. In the event of any delay in payment or default in payment, interest at 5% above the prevailing base interest rate and collection costs will be charged. The publisher may defer the publication of further advertisements in a current advertising order until payment has been received and may demand prepayment for the remaining advertisements. Where there are justified doubts regarding the solvency of the client, the publisher is entitled, also during the term of an advertising order, to make the publication of further advertisements contingent on the payment of all unpaid amounts and the prepayment of all remaining advertisements, irrespective of any payment conditions originally agreed upon.

15. Upon request, the publisher shall deliver a specimen of the advertisement along with the invoice. Depending upon the type and scope of the advertising order, the specimens shall be delivered as clippings, entire pages or entire issues. If a specimen can no longer be obtained, the publisher shall provide instead a legally binding certification of the publication and distribution of the advertisement. The cost of the specimen exceeding this usual scope will be charged to the client.

16. The client will be charged for any costs associated with preparing artwork, films and drawings as well as for any major changes requested by the client which differ extensively from the originally agreed upon order. Furthermore, design costs exceeding the normal scope will be charged to the client.

17. In case of a contract for multiple advertisements, a claim to reduction in price may result from a reduction in circulation, if the average circulation for the insertion period, beginning with the first advertisement, is below the average circulation stated in the price list or otherwise, or – if no circulation quantity is stated – is less than the average circulation sold for trade purposes, this can also be the average number actually distributed in the previous calendar year. A drop in circulation only grants the right to a price reduction when:

- for cancellations of up to 50,000 items to amounts of 20%
- for cancellations of up to 100,000 items to amounts of 15%
- for cancellations of up to 300,000 items to amounts of 10%.

Furthermore, claims to price reduction are excluded, if the publisher has informed the client in due time of the drop in circulation, allowing time for withdrawing from the contract prior to publication.

18. In the case of key advertisements, the publisher shall take as much care in handling and punctually passing on the offers as would a responsible businessman. Registered and express mail responses to key advertisements shall only be forwarded by conventional post. Responses to key advertisements shall be kept for four weeks. Responses not collected within this time period will be destroyed. The publisher will return valuable documents without charge if requested. In case the client is not listed as the right, in the interest of the client and for the protection of the same, to open incoming offers for inspection purposes, so that the missus of key advertisements is saved. The publisher is not bound to forward business recommendations or offers to act as agents. In the case of key advertisements, key number fees plus VAT will be charged.

19. Advertising copy materials will only be returned to the client when specifically requested.

20. The place of fulfillment and jurisdiction is the head office of the publisher. Unless claims of the publisher are asserted by means of enforcement proceedings, in the case of non-business clients the place of jurisdiction is dictated by the latter’s domicile. If the domicile or normal place of residence of the client is – also in the case of non-business clients – unknown at the time the action is brought, or if after the contract is concluded the client has moved his domicile in whole or in part, the court of jurisdiction is dictated by the latter’s domicile. If the domicile or normal place of residence of the client is – also in the case of non-business clients – unknown at the time the action is brought, or if after the contract is concluded the client has moved his domicile in whole or in part, the court of jurisdiction is dictated by the latter’s domicile. If the domicile or normal place of residence of the client is – also in the case of non-business clients – unknown at the time the action is brought, or if after the contract is concluded the client has moved his domicile in whole or in part, the court of jurisdiction is dictated by the latter’s domicile. If the domicile or normal place of residence of the client is – also in the case of non-business clients – unknown at the time the action is brought, or if after the contract is concluded the client has moved his domicile in whole or in part, the court of jurisdiction is dictated by the latter’s domicile.

Publisher’s Additional Terms and Conditions of Business

a. By issuing an advertisement order, the client recognizes the publisher’s General and Additional Terms and Conditions of Business as well as the publisher’s price list.

b. With regard to changes in advertising prices, the new conditions take effect immediately in the case of both current orders from business clients and standing orders from non-business clients insofar as no other agreement has been expressly reached.

c. Advertising agencies and advertising brokers are obliged to adhere to the price list of the publisher in their offers, contracts and invoices in respect of advertisers. Remuneration for mediation paid by the publishers to advertising agencies may not be passed on to the client or otherwise.

d. The client bears sole responsibility for the content and legal admissibility of the text and graphic materials made available for the insertion. By placing an advertisement order, the client makes himself liable for the cost of publishing a counter advertisement relating to the advertisement under consideration. Claims to a reduction or price reduction are excluded, if the publisher has informed the client in due time of the drop in circulation, allowing time for withdrawing from the contract prior to publication.

e. If defects should not be discernible from the copy, but are only noticed during the printing process, the client shall not be entitled to make any claims in the event of the advertisement quality being insufficient.

f. If in the repeat publication of an advertisement the same defect occurs as in the first publication, claims to a price reduction or substitute advertisement are excluded if the client does not make a claim immediately following publication.

g. Cancellations must be made in writing. In the case of cancellation of an advertisement, the publisher is entitled to bill for the cost of hypetsetting already completed.

h. In the event of force majeure, all performance and compensation obligations are nullified. There will also be no compensation obligation for advertisements that are not published or not published in good time.

i. The publisher is entitled in individual cases to shorten the payment deadline.