

1. An „advertising order“ in the sense of the following Standard Terms and Conditions is the contract to publish one or several advertisements. The order confirmation issued by the publishing house which is based on the order placed by the client (also orders placed by telephone) shall be deemed valid as an advertising order and thus as a contract.
2. In case of doubt, advertising orders shall be processed within one year of conclusion of contract. If the entitlement to call-off individual advertisements has been agreed within the terms of a contract, the order must be processed within one year of publication of the first advertisement in as far as the first advertisement is called-off and published within the period specified in sentence 1. In the case of partner packages, the ruling in the partnership agreement shall be deemed binding.
3. In case of conclusion of a contract, the client shall also be authorised within the period stipulated under no. 2 to call-off further advertisements above and beyond the quantity of advertisements named in the order itself.
4. If an order is not fulfilled for reasons not caused by the publishing house, the client must reimburse the publishing house their financial notwithstanding any further legal obligations. Reimbursement shall not apply if failure to perform is based on force majeure within the publishing house's area of risk. The decisive factor for the publishing house's claim to reimbursement is the publishing house's contractual order confirmation or the client's written order.
5. No guarantee shall be assumed for the inclusion of advertisements in specified issues, editions or at specific places within the magazine unless the client has expressly made the validity of the order dependent thereupon.
6. Advertisements which are not recognisable as such due to their editorial style shall be marked clearly as such by the publishing house, using the word „Advertisement“. Participatory liability by the publishing house to third parties due to legally dubious or offensive advertisement themes or contents shall not exist. If third parties are injured in advertising themes, the client shall be solely liable for this. He expressly indemnifies the publishing house from each and every duty of liability.
7. The publishing house reserves the rights to reject advertising, bound inserts and printed supplements and also individual call-offs within the framework of an agreement due to their contents, origin or technical form in accordance with the publishing house's standard principles. This also applies to orders which are given to representatives. Title pages and printed supplements shall only be deemed binding for the publishing house following presentation and approval of a sample. Printed supplements which give readers the impression that they are part of the magazine due to their format or design and contain third-party advertising shall not be accepted. Clients shall be informed of the rejection of an order without delay.
8. The client shall be responsible for punctual delivery of advertisements and flawless print-ready files or the bound inserts and printed supplements. The publishing house shall request replacements for recognisably inappropriate or damaged print-ready files without delay. In case of fault-free print-ready files, the publishing house guarantees perfect typographical reproduction of the advertisement. The complete print-ready files including proofs, colour samples or digital proofs must be delivered free of charge and delivery charges to the publishing house or the company which the publishing house gives the task of preparing the printed matter. When transmitting advertising themes and files prepared for exposure via ISDN or sending exposure files on data carriers, a colour sample must always be sent to the publishing house. If colour samples, proofs or digital proofs are not provided, the publishing house cannot guarantee adequate printing of the advertisements. Damages, claims for reductions in price or entitlements to substituted performance by the client are then excluded.
9. The client shall be entitled to reductions in price or a fault-free replacement advert if the advertisement is printed fully illegibly, partially illegibly, incorrectly or incompletely in as far as the errors in the print reproduction were the responsibility of the publishing house. However, this shall only apply to the extent to which the purpose of the advertisement was influenced. If the publishing house ignores a reasonable grace period for this purpose pass, the client is granted a right of withdrawal. Claims for damages from positive claims damages, negligence upon conclusion of the contract and resulting from tortious acts are excluded - also if the order is placed by telephone - unless they are based on intent or gross negligence by the publisher, a legal representative or by a vicarious agent. Further-reaching liabilities for the publishing house are excluded in as far as they are not based on direct damages due to missing guaranteed properties. Claims - also for non-evident faults - must be asserted within two weeks of receipt of the invoice and documentation.
10. Invoices which are issued by the publishing house must be paid by the client within 2 weeks of the invoice date in as far as no shorter period of payment or advance payment has been agreed on a case-to-case basis.
11. In case of delayed payments or cancellation, interest to the order of 8 percent above the respective valid Deutschen Bundesbank discount rate and the collection costs shall be charged. If case of delayed payment, the publishing house shall be entitled to defer execution of the current order until it is paid and to demand advance payment for the remaining advertisements. In case of good cause, the publishing house shall be entitled to make the publication of further advertisements dependent on advance payment of the amount and the settlement of open invoice amounts without taking an originally agreed period of payment into account, even during the period of after the closing date for advertisements.
12. The publishing house provides a documentary copy with the invoice. If it is not possible to obtain a copy, a legally binding confirmation from the publishing house is sent instead.
13. Any costs for considerable changes to originally agreed versions and for changes to ordered print-ready files, translations and drawings must be paid by the client.
14. Entitlement to price reduction due to a lower print run may only be derived if the guaranteed average circulation in each valid price list is undercut by over 40 percent based on the total average of the year when the first advertisement is placed. Moreover, any price reduction claims are excluded if the publishing house has informed the client in such a timely manner that he is able to withdraw from the contract before the advertisement is published.
15. In case of box number advertisements, the publishing house shall practice the due diligence of a prudent business man for safekeeping and passing on the offers. Recorded delivery letters and express letters for box number adverts shall only be passed on via normal post. Valuable documents shall be returned by the publishing house without undertaking any such duty. In the interests of and to protect the client, the publishing house reserves the rights to open the offers received for checking purposes in order to avoid abuse of the box number service. The publishing house shall not have the duty to pass on business recommendations and offers of mediation.
16. Print-ready files shall only be returned to clients upon special request. The duty of retention expires twelve months after completion of the order.
17. Jurisdiction and place of performance for fully qualified merchants is Cologne. The jurisdiction for court proceedings for orders to pay debt shall be applicable for all other clients.
18. Should any individual provision or any part of any provision be or become void, the validity of the remaining provisions hereof shall in no way be affected. In such case the Standard Terms and Conditions shall be executed in the sense and spirit and purpose intended. If the invalidity is caused by determination of performance or time, it shall be replaced by the legally permissible amount. All other invalid provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit of this agreement in a lawful manner.