

General Terms and Conditions for Advertisements and Supplements

§ 1 Validity, Exclusion

For the acceptance and publication of advertisements the following conditions are exclusively applicable. Upon the first conclusion of contract, an agreement is made between the publisher and the customer that these conditions shall constitute the basis of all subsequent business, even that which has been concluded orally or by telephone. General terms and conditions of the customer that are contradictory to our conditions, deviate from them or contain supplementary stipulations shall under no circumstances constitute a part of this contract. This also applies if we unconditionally carry out an order for an advertisement of the customer in the knowledge that the orderer's terms and conditions of business are contradictory to or deviate from our own.

§ 2 Offer, Conclusion of Contract

1. Orders for advertisements may be made in person, by telephone, in writing, by email or by Internet. For orders or changes to advertisement orders made by telephone the publisher is not liable for communication errors.
2. Our data is subject to change without notice. A contract is not concluded until we issue our confirmation of the order.
3. It is at the publisher's dutiful discretion to decline advertisement orders as well as individual releases of advertisements that occur as part of an overall conclusion of contract. This particularly applies if the contents of these violates laws or official stipulations or was considered objectionable by the German Advertising Council in a complaints procedure, or the publication of these is deemed unacceptable for the publisher due to its content, its origin, or its technical form or supplements, due to their format or presentation, would lead the reader to believe that they are a part of the newspaper or if they contain advertisements by third parties. The publisher must immediately declare their refusal as soon as they have gained knowledge of the respective contents.

§ 3 Prices, Conditions of Payment, Discounts

1. The price for the publication of an advertisement is based on our currently valid price list. In the event of changes to the advertisement price list, the new conditions also apply for contracts that have already been concluded.
2. The discounts defined in the advertisement price list are only granted to the customer and for the advertisements published over the course of a year (advertisement year). Repeated discounts are only valid within an advertisement year. If it is not agreed otherwise, the term commences with the publication of the first advertisement.
3. If an order is expanded, the customer is entitled to a retroactive discount provided that the basic order was valid for a discount in the first place. This entitlement loses its validity if it is not used by no later than one month after expiry of the advertisement year. If an order does not reach the predicted order volume, the surplus discount that has been granted shall be subsequently invoiced to the customer.
4. The invoice amount is net and due in full within 30 days of the invoice date. For advance payments or a direct debit mandate, the publisher grants the customer a discount of 2% of the invoice amount.
5. Payments must be made free from costs and bank fees to the publisher's bank account specified in the invoice.
6. Even if the customer stipulates otherwise, payments shall exclusively be invoiced in accordance with § 366 BGB (German Civil Code).
7. All prices exclude V.A.T. of the amount statutory on the day the invoice is issued.
8. In the event of a decrease in circulation, a conclusion of a contract for several advertisements entitles the customer to a discount, if, as an overall average of the advertisement year which commences with the first advertisement, the average circulation of the past calendar year stated in the price list or otherwise is fallen short of. A decrease in circulation only constitutes a deficit which entitles the customer to a discount if a promised circulation was fallen short of by at least 20%.

§ 4 Contract Implementation

1. Advertisement orders must be implemented within one year of conclusion of contract, commencing with the publication of the first advertisement.
2. The customer is responsible for on-time delivery of the advertisement text and fault-free printing copies (data). For recognisably unsuitable or damaged printing copies the publisher shall immediately demand a replacement. Printing copies shall only be sent back to the customer if he specifically requests this. The obligation to keep these expires six months after expiry of the order.
3. Costs for significant changes to originally agreed production and delivery of ordered printing copies, films and drawings are to be borne by the customer.

4. Proofs are only supplied if explicitly requested. The customer bears the responsibility for the accuracy of the returned proof. If the proof is not returned in time to the publisher, the customer is deemed to have accepted the print.
5. Complete checking copies are only supplied by the publisher on request for at least quarter-page advertisements.
6. Text advertisements which, due to their design, are not recognisable as such shall be clearly labelled as advertisements.
7. For box number advertisements the publisher takes the due care and diligence of a prudent businessman in their retention and the on-time forwarding of the offers. Registered letters and express letters are forwarded by normal post. Registered mail is only forwarded as registered if the postage is enclosed. The publisher accepts no liability, however, for the safekeeping and on-time forwarding of offers.
8. The copy deadlines and publication dates stated in the price list are non-binding for the publisher. The publisher is entitled to adjust copy deadlines and publication dates at short notice to suit the production run.
9. Advertisement orders can only be cancelled in writing, by fax or by email. If the advertisement has already been sent to press, the customer must pay for the advertisement. Otherwise, the publisher may demand the reimbursement of any costs incurred up until the cancellation in accordance with statutory regulations.
10. The customer is responsible for the contents and the legal permissibility of the advertisement. He or she indemnifies the publisher from any claims due to the publication of the advertisement. The publisher is not obliged to check whether or not an advertisement order affects the rights of third parties. If the publisher becomes obliged by court order to print a correction due to the released advertisement, the customer of this advertisement must bear the costs for this reprint in accordance with the valid advertisement price list.
11. Advertising agencies are obliged, in their offers, contracts and invoices to the people running the advertisements, to adhere to the price list of the publisher. The intermediary's commission granted by the publisher is calculated based on the customer's net amount, i.e. after subtraction of discount, bonuses and discounts due to defects. The intermediary's commission is not granted for private prices. It is only paid to advertising agencies recognised by the publisher provided that the order is given directly by the advertising agency, the advertising agency is responsible for the procurement of the finished and ready-for-press printing copies and has registered its business as an advertising agency. The publisher is entitled to refuse orders from advertising agencies if they have doubts about the professionalism of the agency's work or the creditworthiness of the advertising agency. Advertisement orders by advertising agencies shall be made in their name and invoiced to them.

§ 5 Warranty for Defects

1. We accept no liability for publishing advertisements in certain issues or editions or in certain positions.
2. The publisher guarantees perfect printing of the reproduction of the advertisement in accordance with the hard copy on press paper. The prerequisite is that the customer supplies suitable printing copies (see information in price list).
3. Colour specifications: For digitally transmitted printing copies for colour specifications the customer must also provide a colour proof. Otherwise the customer has no claim to compensation due to any colour deviations.
4. Complaints for obvious defects must be made by the customer by no later than two weeks after receipt of invoice. Complaints for defects that are not obvious must be made by the customer by no later than a year after publication of the respective advertisement. In the event of the faulty printing of an advertisement in spite of the on-time delivery of fault-free printing copies and punctual complaint, the customer is entitled to demand the reprint of a fault-free replacement advertisement (remedy of defects). The claim to remedy of defects is not valid if this incurs unreasonable costs for the publisher. If the publisher fails to meet a reasonable deadline that has been granted for remedy of the defects, the customer has the right to withdraw from the contract or to demand a discount that is proportionate to the extent in which the purpose of the advertisement was affected. Warranty claims by businessmen as customers expire within 12 months after publication of the respective advertisement or supplement.
5. If any deficits of the printing copies are not instantly recognisable but are only recognised during the printing process, the customer is not entitled to assert any claims if insufficient copies have been produced.
6. If the customer fails to observe the recommendations of the publisher with regard to production and transmission of digital printing documents, he or she is not entitled to assert any claims due to faulty publication of the advertisement.

7. The customer is responsible for the transmitted files being free from computer viruses. Files with computer viruses may be deleted by the publisher without the customer deriving any claims from this. The publisher also reserves the right to assert claims for compensation if the computer viruses cause further damage at the publishing company.

8. The publisher accepts no liability for the accuracy of the amounts or quantities of material (bound-in inserts, supplements, etc) stated as supplied by the customer.

§ 6 Liability

1. The customer is not entitled to assert any claims for damages to the publisher, regardless of the legal reason, particularly due to delays, the violation of contractual duties, the violation of commercial trade mark rights of third parties and impermissible actions, unless the publisher, their representatives or vicarious agents have acted intentionally or with gross negligence or, due to slight negligence, have violated a contractual duty which was fundamental for the attainment of the purpose of the contract, or the claims for damages resulted from a quality guarantee. Insofar as the publisher is liable for the aforementioned reasons, the claim for damages shall be limited to the foreseeable damages. This liability limitation does not apply for intentional damage or if the event causing the damage was due to gross negligence of the publisher, their representatives or vicarious agents. All claims for damages asserted to the publisher expire 12 months after the time the customer discovers or should have discovered the circumstances while entitle him to make a claim. This does not apply to claims due to impermissible or intentional actions. If the claims for damages are a result of the Product Liability Law, the above liability limitation does not apply. The same applies to death, bodily harm or damage to health. Insofar as the publisher is not liable, this also applies to the personal liability of their employees, representatives and vicarious agents.

2. In the event of forces majeure and industrial action through no fault of the publisher, the publisher is freed from the obligation to carry out the order; no claims for damages arise from this.

§ 7 Storage of Customer Data

Within the scope of business relations, the publisher stores customer data with the help of electronic data processing in accordance with the statutory stipulations of the German Data Protection Law.

§ 8 Place of Performance, Place of Jurisdiction

1. Changes and additions to the stipulations contained in these terms and conditions must be made in writing and require the contractual agreement between publisher and customer.

2. The Law of the Federal Republic of Germany applies. The place of performance for all claims arising from the contract concluded between the customer and publisher is Heidelberg. The exclusive place of jurisdiction for lawsuits against businessmen, legal persons under public law or public law special assets is Heidelberg.