

General Terms and Conditions for Advertisements and Third-Party Inserts in Newspapers and Magazines of Alfons W. Gentner Verlag GmbH & Co. KG

1. Scope of application

These General Terms and Conditions (AGBs) of Alfons W. Gentner Verlag GmbH & Co. KG (hereinafter called "Gentner") shall apply to all advertisements and advertising orders (hereinafter called "advertisements"). In addition to these AGBs, the valid price list of Gentner at the time of conclusion of the contract shall also apply.

An "advertising order" within the meaning of these AGBs shall be regarded as the contract for the publication of one or more advertisements of an advertiser (hereinafter called "customer") or other advertising space buyers in a printed medium for the purpose of dissemination. Gentner's valid AGBs for online media sales shall apply to the publication of the advertisement in electronic media, especially the Internet.

Gentner shall not accept any different or contrary terms and conditions of the customer, unless Gentner has expressly accepted their validity in writing.

2. Conclusion of the contract

Advertisements may be placed by phone, post, fax, e-mail and via the Internet. The contract shall come about after the advertisement has been accepted by Gentner. In addition to express acceptance in the form of an order confirmation, the contract may also come about by issuing an invoice. The media data of Gentner shall not expressly constitute a legally binding offer. These media data shall be merely regarded as product information.

3. Publication/call-off of the advertisement

The customer shall only have a right to publication of the advertisement in a certain issue or in a specific part of the issue if an express written agreement has been concluded.

If advertisements are not booked for a specific issue, they shall only be called off in case of doubt for publication within one year after the conclusion of the contract. If the right to call off individual advertisements is granted under the terms of the contract, the order shall be processed within one year from the publication of the first advertisement, provided the first advertisement is called off and published within the period stipulated in the previous sentence. If orders are placed, the customer shall be entitled to also call off other advertisements over and beyond the number of advertisements shown in the order within the agreed period or the period shown in § 3.

4. Exclusion of competitors

The exclusion of competitors shall necessitate an express written agreement and shall only be possible, in principle, for the same or the opposite page.

5. Supplementary discount charge

If an order is not fulfilled due to reasons for which Gentner is not responsible, the customer shall reimburse Gentner - irrespective of any other legal obligations - for the difference between the

granted discount and the discount corresponding to what was actually accepted. This reimbursement shall not apply if non-performance is due to force majeure in the risk area of Gentner.

6. Calculation

When calculating the delivered quantities, text millimetre lines shall be converted into advertisement millimetres based on the price.

7. Date for sending print documents/preparing print documents

The customer shall be responsible for prompt delivery of the advertisement text and perfect advertisement data or inserts. The technical requirements for data delivery in the media data of Gentner shall form an integral part of these AGBs.

Gentner shall immediately demand the replacement of visibly unsuitable or damaged print documents. Gentner shall warrant the customary print quality for the selected title within the technical scope of the printing material submitted. If no specific formats are indicated, the price of the advertisement shall be based on the normal actual printed height and the type of advertisement.

The print documents required for advertisements (and third-party inserts), which are placed with the declared intention of being published in specific numbers, specific issues or in specific positions in the printed medium, shall be received by Gentner in good time so that the customer can be informed before the advertising deadline if the order cannot be carried out in this way. Classified advertisements shall be printed in their respective category without the need for an express agreement.

The customer shall pay the costs for the production of ordered print documents and for any major change requested by or attributable to the customer compared with the originally agreed version.

8. Proofs

Proofs shall be supplied only at the express request of the customer. The customer shall be responsible for the accuracy of the returned proofs. Gentner shall take account of all error corrections which are notified to it within the stipulated period for sending the proof. Minor colour and tonal corrections shall be due to the printing method and shall not represent any defects.

9. Identification of advertisements

The text section price shall be paid for placement of an advertisement in the text section. Advertisements which are not visibly recognisable as advertisements on account of their editorial design shall be clearly identified as such by Gentner with the word "advertisement" or "advertising".

10. Cancellation

In principle, advertisements may be cancelled up to the advertising deadline. Cancellation shall be effected in writing. Special advertising forms such as title pages and cover pages may not be cancelled.

11. Rejection of advertisements

Gentner shall reserve the right to reject advertisements – including individual call-offs as part of an order and especially with advertisements on title pages - due to their contents, origin or technical form according to the company's standard, factually justified principles if the contents of these advertisements infringe laws or official regulations, or their publication is unreasonable for Gentner. This provision shall also apply to advertisements which are placed with representatives. Advertisements shall only become binding for Gentner after the advertising motif or a sample has been presented and approved. Inserts which, due to their format or layout, give the reader the impression of being an integral part of the newspaper or magazine, or contain third-party advertisements, shall not be accepted. The customer shall be informed immediately about the rejection of an order.

12. Liability for defects

Gentner shall normally be liable for defects according to the related valid legal regulations. Assignment of these claims by the customer shall be excluded.

Defect claims shall become statute-barred within one year from the commencement of the statutory period of limitation. If the customer is a consumer, defect claims shall become statute-barred after two years from the commencement of the statutory period of limitation. Obvious defects shall be notified to Gentner within four weeks from the date of receipt of the invoice and the specimen copy (if requested by the customer). All other defects shall be notified within the valid limitation period.

Liability for defects regarding the electronic legibility of printed QR codes shall be excluded.

If the advertisement is wholly or partially printed in an illegible, incomplete or incorrect way, the customer shall be entitled to a reduction in the invoice amount or a perfect replacement advertisement - but only to the extent to which the purpose of the advertisement was impaired. If Gentner lets a reasonable period of grace expire without remedying the defect or the replacement advertisement is again imperfect, the customer shall be entitled to a reduction in the price or to withdraw from the contract.

Compensation claims by the customer - for whatever legal reason - shall be excluded.

This provision shall not expressly cover compensation claims by the customer due to the loss of life, physical injury, damage to health or the infringement of material contractual obligations (cardinal obligations), or damage which is due to an intentional or grossly negligent infringement of an obligation by Gentner, its legal representatives or agents. This provision shall also apply to claims from the Product Liability Act.

In the event of infringement of a material contractual obligation, Gentner's liability for slight negligence shall be limited to foreseeable, contractually typical average damage up to the amount of the relevant advertisement price.

Material contractual obligations shall be regarded as those obligations which are essential to the proper performance of the contract and on compliance with which the contracting party may regularly rely.

Gentner's liability for damage due to the lack of assured properties shall not be affected. Unless otherwise expressly agreed in writing, the customer shall not be entitled to enforce a claim in connection with missing or incorrectly printed control data.

13. Invoice/payment

The invoice amounts shall be shown in EURO. The invoice shall be paid within the period which is shown in the price list and starts to run from the date of receipt of the invoice, unless another payment period or an advance payment was agreed in an individual case. Any discounts for early payment shall be granted according to the current price list.

Gentner shall reserve the right, based on a justified reason such as the start of a new business relationship, to demand advance payment.

Gentner shall also be entitled to delay the publication of the advertisement until the invoice price has been paid in full. If the customer fails to pay on time, Gentner may also delay the publication of the advertisement until full payment has been received.

Gentner's legal claims due to default in payment by the customer shall not be affected.

14. Default in payment

In the event of late or deferred payment, interest within the statutory framework and the collection costs shall be invoiced. If there are justified doubts over the customer's ability to pay, Gentner shall be entitled to also make the publication of other advertisements dependent on advance payment of the amount and settlement of outstanding invoice amounts during the term of an advertising order without consideration of any originally agreed payment date. All current and future claims by an advertising agency against its customer relating to insertion and any additional costs shall be assigned to Gentner. The agency shall be authorised to collect the assigned claim as long as it complies with the contractual payment obligation towards Gentner. In principle, Gentner shall be entitled to disclose the assignment and personally collect the claim.

15. Offsetting; retention

The customer shall only have a right of offsetting if his counterclaims are final and absolute or are not disputed by Gentner. In addition, the customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship. If the customer is a merchant, a legal entity under public law or a special public asset, he shall not be entitled to retain payments due to his counterclaims not recognised by Gentner, nor shall he have a right to offset these counterclaims.

16. Copy of the advertisement

On request, Gentner shall supply a copy of the advertisement with the invoice. Depending on the nature and extent of the advertisement order, excerpts, sample pages or a complete specimen copy shall be supplied. If a copy of the advertisement can no longer be acquired, it shall be replaced by a legally binding certificate from Gentner regarding the publication and dissemination of the advertisement.

17. Retention of print documents

Gentner's obligation to retain print documents shall expire 3 months after the last publication of the particular advertisement.

18. Decrease in circulation

In the event of a decrease in circulation, the conclusion of a contract for several advertisements shall entitle the customer to a price reduction if, as an overall average of the advertisement year which commences with the first placement, the average circulation quoted in the price list or in some other way or - if no circulation is stipulated - the average circulation sold (for specialist journals, where appropriate, the average actually distributed circulation) falls well short of the average actually published circulation in the previous calendar year. A substantial decrease in circulation and, thus, a deficit giving entitlement to a price reduction shall only be assumed if it amounts to more than 20%. Any claims for a price reduction and compensation shall also be excluded if Gentner has informed the customer about the decrease in circulation in good time so that the latter could withdraw from the contract before the advertisement is published.

Gentner shall reserve the right to defer publication dates due to justified reasons. In this case the customer shall not be entitled to enforce any claims against Gentner.

19. Exploitation rights

The customer shall permit Gentner to make his advertisements publicly accessible online on the websites of Gentner and Gentner's titles, and, if necessary, as part of the e-paper edition. The customer shall also permit Gentner to reproduce and distribute his advertisement offline (e.g. on DVDs and paper presentations). In this case the customer shall not be entitled to enforce any claims against Gentner.

20. Box number advertisements

In the case of box number advertisements, Gentner shall exercise the diligence of a prudent businessman in keeping and promptly forward the offers. Gentner shall accept no liability for registered letters while express letters from box number advertisements shall only be forwarded by normal mail. Compensation claims due to loss or late handover of letters shall be excluded. The customer shall be personally obliged to return the documents enclosed with the offers, e.g. original certificates, etc. to the particular sender. In the interest of the customer and for his protection, Gentner shall reserve the right to open the incoming offers for test purposes in order to prevent abuse of the box number advertisement service. Gentner shall not be obliged to forward any business proposals and offers from agencies.

21. Place of performance/place of jurisdiction and applicable law

The place of performance shall be the head office of Gentner. The sole place of jurisdiction for all claims arising from or in connection with contracts between Gentner and the customer shall be Stuttgart if the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special public asset.

German law shall apply solely to all these disputes - irrespective of the legal reason - to the exclusion of the UN Convention on the International Sale of Goods (CISG).

22. Miscellaneous

In order to process the particular contract, Gentner shall record the customer's data. Information on the processing, storage, transmission and deletion of these data can be found in Gentner's Data Protection Declaration.

If individual clauses of these General Terms and Conditions are invalid or they became invalid due to circumstances arising at a later date, the validity of the remaining clauses shall not be affected.

Valid from December 1st, 2016.