

Standard terms and conditions for advertisements and loose inserts in newspapers and magazines

- An «advertising order» in the sense of the following General Terms & Conditions is a contract for the publishing of one or more ads of an advertiser or other inserts on printed material for the purpose of distribution.
- In the case of doubt, ads are to be retrieved for publication within a year after the conclusion of the agreement. If the right to retrieve individual ads is granted in the terms of the agreement, the order is to be transacted within a year of the publication of the first ad, to the extent that the first ad is retrieved and published within the time period mentioned in paragraph 1.
- When orders are placed, the customer shall also be entitled, within the agreed time period or the time period mentioned in Section 2, to retrieve ads beyond the quantity mentioned in the order.
- If an order is not fulfilled because of circumstances for which the publisher is not responsible, the customer shall, regardless of any further legal duties, reimburse the publisher the difference between the discount granted under the contract and the discount corresponding to the actual number of orders accepted. The duty to reimburse shall not apply if the non-performance results from force majeure within the publisher's sphere of risk.
- When calculating the quantity ordered, text millimetre lines shall be converted to advertisement millimetres according to the price.
- Orders for ads and loose inserts which the customer has stated are intended exclusively for publication in certain issues or certain editions or at particular locations within the printed medium, must be received by the publisher in time so that if the advertisements cannot be published in the desired manner, the customer can be notified prior to the deadline for submitting advertisements. Classified advertisements shall be printed in the respective category without the requirement of an explicit agreement in this respect.
- Text advertisements are advertisements that are surrounded by text on at least three sides and are not next to other advertisements. Advertisements that, due to their editorial design, are not identifiable as advertisements, will be expressly designated as such by the publisher with the word «advertisement».
- The publisher retains the right to decline orders -including individual requests for placement in conjunction with an executed contract - and orders for inserts, because of content, origin, or technical form in accordance with the publisher's uniform, objectively justified principles, if the content violates the law or the provisions of government or other authorities, or if their publication cannot be reasonably expected of the publisher. This applies also to orders submitted to branch offices, receiving agents, or other representatives. Orders for inserts are not binding on the publisher until a sample of such insert has been submitted and approved. Inserts that because of format or appearance give the reader the impression that they are a component of the newspaper or magazine, or that contain third-party advertisements, will not be accepted. The customer shall be notified promptly of the rejection of an order.
- The customer is responsible for the timely delivery of the advertisement text and satisfactory documents for printing or inserts. The publisher shall demand immediate delivery of replacements for recognisably unsatisfactory or damaged print documents. The publisher guarantees a print quality that is standard for the intended publication, within the possibilities allowed by the documents submitted for printing.
- In case of complete or partial illegibility or incorrect or incomplete printing of the advertisement, the customer shall be entitled to a reduction in price or a satisfactory reprinting of the advertisement, but only to the extent that the advertisement failed in its essential purpose. If the publisher allows a reasonable time set by the customer for the reprint to expire, or if the reprint is also unsatisfactory, the customer shall be entitled to a reduction in the payment price or to cancel the order. Any compensation claims resulting from the positive breach of obligations, from default when the contract is concluded and from unlawful acts will be excluded, even if the order was placed by telephone. Claims to compensatory damages based on impossibility of performance and default are limited to foreseeable damages and to the fee to be paid for the affected advertisement or insert. This does not apply to malice aforethought or grossly negligent conduct of the publisher, its legal representatives and its employees/agents. The liability of the publisher for damages due to the absence of assured properties shall remain unaffected. In business dealings, the publisher is furthermore not liable for the gross negligence of employees/agents; in other cases, liability to merchants for gross negligence is limited to the scope of foreseeable damages up to the amount of the fee for the affected advertisement. Complaints - except in the case of defects that are not obvious - must be raised within four weeks of receipt of the invoice and receipt.
- Publisher's proofs will be provided only upon express request. The customer shall be responsible for the correctness of the proofs returned to the publisher. The publisher shall allow this to be reported within the deadline set upon sending out the publisher's proof.
- If no particular size requirements are given, the size will be calculated based on the actual print height that is standard for the specific type of advertisement.
- Should the customer not pay in advance, an invoice will be sent out immediately, but no later than fourteen days after publication of the advertisement. Unless another payment deadline or prepayment agreement is made in an individual case, the invoice shall be due and payable within the time period indicated in the price list upon receipt of the invoice. Discounts for early payment shall be given according to the price list.
- If the customer is in default of payment or a deferral has been granted, interest and collection fees will be charged. If the customer is in default of payment, the publisher may suspend further performance of the current order until payment is made and demand payment in advance for the remaining advertisements. In case of doubt concerning the solvency of the customer, the publisher shall be entitled to demand advance payment of the amount in question and settlement of any outstanding accounts, even during the term of an advertising agreement and irrespective of the terms of payment originally agreed and prior to publishing any further advertisements.
- Upon request, the publisher shall provide a record copy of the advertisement along with the invoice. Depending on the type and the size of the order, the record copies will be provided in the form of individual advertisement cut-outs, full pages or entire issues. If it is no longer possible to provide a record copy, the publisher shall furnish a legally binding certification of the publication and dissemination of the advertisement instead.
- The customer is liable for the cost of preparing the printing blocks, matrices and drawings ordered, and any significant changes to the originally agreed specifications desired by or attributable to the customer.
- A lower circulation under a contract for several advertisements shall entitle the client to a claim for a price reduction provided that the average circulation during the insertion year is actually below the circulation stated in the pricelist or - if a circulation has not been stated - it is to be understood as the average of net paid circulation (or delivered circulation in the case of trade journals). A lower circulation shall entitle the client to a price reduction only if the shortfall is
20% of a circulation of up to 50,000 copies,
15% of a circulation of up to 100,000 copies,
10% of a circulation of up to 500,000 copies, and
5% of a circulation of over 500,000 copies.
Furthermore, the customer shall not be entitled to claim a price reduction if the publisher has given sufficient notification of the lower circulation to allow the customer to cancel the agreement before the advertisement is published.
- In the case of mail box ads, the publisher shall use the due diligence of a prudent businessman in the holding and opportune forwarding of the enquiries. Registered and express letters addressed to mail box ads will be forwarded only using regular post. The publisher shall hold replies to mail box advertisements for four weeks. Correspondence that is not collected within this time period will be destroyed. The publisher shall return valuable documents without being obligated to do so. In the interest of the customer and for its protection, the publisher retains the right to open incoming enquiries for inspection purposes to exclude the abuse of the mail box service. The publisher is not obligated to forward any business propositions or offers by intermediaries.
- Originals will be returned to customers only upon their specific request. The duty to hold the correspondence shall terminate three months after the end of the contract.
- The publisher's registered office is the place of fulfilment.
For business transactions with commercial agents, legal persons governed by public law or separate estates in public law, the place of jurisdiction for legal disputes is the publisher's registered office.
If the publisher's claims cannot be satisfied by issuing payment reminders, the place of jurisdiction for disputes with non-commercial clients is determined by the place of residence of the latter. For non-commercial clients the place of jurisdiction becomes the publisher's registered address, if the client's place of residence or common abode is unknown at the time of initiating the legal proceedings or if the client's place of residence or common abode has been moved outside the jurisdiction of the scope of law.