

STANDARD TERMS AND CONDITIONS FOR ADVERTISEMENTS

**of the Konradin Publishing Group
(last updated 01/2017)**

1. Scope, defensive provisions

- 1.1 Our terms and conditions only apply vis-a-vis business undertakings (§14 German Civil Code (BGB)), public law legal entities and public law special funds. All of our services – including future services – are subject exclusively to these terms and conditions, whether or not we refer to them in any individual case. Deviating, contradictory or supplementary terms and conditions of the Customer only form part of the contract if we have expressly accepted them in writing.
- 1.2 For the purpose of these provisions, an advertising contract is a contract for the placement of one or more advertisements in print or online media.

2. Conclusion of a contract

- 2.1 Our offers are non-binding. The Customer is bound by its advertising order for two weeks after it is received by us. Any addition or amendment to an advertising order is subject to our written confirmation; the execution of the advertising order or the receipt of an invoice by the Customer counts as confirmation.
- 2.2 If advertising agencies place orders for advertisements, the advertising contract is concluded with the advertising agency unless otherwise agreed in writing. If an advertiser itself is to be the contract partner, it must be expressly named by the advertising agency before the contract is concluded. We are entitled to require the submission of an appropriate power of attorney.

3. Advertising materials, sample adverts

- 3.1 The Customer must supply advertising materials and samples in full, on time, free of defects and in a suitable form in accordance with the technical requirements notified by us. If advertising materials or samples do not conform to the above, we cannot guarantee that they will be placed at the right time as desired. If a deviation from our specifications is apparent, we will ask the Customer immediately to send a replacement.
- 3.2 We are entitled, but under no obligation, to make changes to materials supplied by the Customer to the extent that this is necessary or advisable for the purpose of placement.

- 3.3 If an advertising order cannot be executed due to samples or advertising materials being supplied either late or incorrectly, and we are unable to obtain a replacement order from a third party, the Customer must pay the agreed remuneration as compensation. The Customer remains entitled to prove that our loss was less than this.

4. Placement instructions

If no particular placement details are agreed for an advertisement, we are entitled to place it as we see fit, taking into account the Customer's interests.

5. Drafts, sample printouts

We will only send the Customer drafts or sample printouts if the latter specifically requests this. In such a case the execution of the advertisement order is subject to approval by the Customer in text form within the deadline set by us. This approval will be deemed granted unless the Customer notifies us of required modifications before the deadline expires.

6. Right to reject

- 6.1 We are entitled to reject advertising orders, including individual orders pursuant to an advertising contract covering more than one advertisement, if we have reason to believe that the contents (including any linked target site) is illegal or contrary to official rules, has been the subject of complaint proceedings initiated by the German Advertising Council or is unreasonable to expect us to place due to its origin or technical form.

We will notify the Customer of any such rejection in text form with a request to supply a modified advertisement. We are entitled to invoice any additional costs incurred to the Customer.

If we do not receive such a replacement in time for us to meet the originally agreed deadline, we are entitled to receive the agreed remuneration even if the advertisement is not placed.

- 6.2 We are also entitled to temporarily interrupt the placement of an advertisement if there is adequate reason to suspect that the website to which the advertisement refers contains illegal material. This will apply above all if a complaint is made by an allegedly injured party, unless the complaint is obviously unjustified. We will inform the Customer of any such interruption with a request to remove such illegal content immediately or to show that it is legal.

6.3 If the Customer changes the contents of an advertisement afterwards without agreeing this with us first, we are entitled to interrupt the placement of the advertisement.

7. Cancellation, reimbursement of costs

7.1 The Customer is entitled to cancel the advertising contract. If a deadline for the Customer to send the draft advertisement to us (advertisement deadline) has been set, the cancellation must reach us before this deadline expires. In the event of a cancellation, we are entitled to demand reimbursement of our costs as follows:

- cancellation less than 3 months before the advertisement deadline: 30% of the price
- cancellation less than 1 month before the advertisement deadline: 50% of the price
- cancellation after the advertisement deadline: 100% of the price.

7.2 If the Customer cancels an advertising contract relating to repeat advertisements (two or more), we are entitled in the case of cancellation before the advertisement deadline for the next issue of the publication concerned to charge 70% of the price to cover our costs. For each additional advertisement ordered we can charge up to 50% of the price.

7.3 In all cases the Customer remains entitled to prove that we incurred no reimbursable costs or that these costs were less.

8. Safekeeping

If we are expressly requested to do so in text form, we will return any documentation and samples to the Customer within two weeks following publication. Our obligation to retain documentation and samples supplied ends six weeks after the publication appears.

9. Customer guarantees

9.1 The Customer guarantees that it holds all of the rights required for the placement of the advertisement and that it is clearly identifiable as an advertisement. The Customer expressly guarantees that the advertisement (including the websites referred to)

- does not infringe any third-party rights (in particular copyright, individual privacy rights, industrial property rights),

- does not breach any other statutory rules (in particular competition, data protection or consumer protection law rules) and
- does not contain any viruses, worms, trojans or any other malicious software which could damage our network or hardware/software belonging to individual operators or Internet users.

9.2 The Customer grants us all of the copyrights and other rights required for the execution of the advertising contract.

9.3 The Customer will indemnify us against any third-party claims arising out of a breach of statutory rules. The Customer must assist us in defending rights against third parties by supplying information and documentation.

10. Claims for defects

10.1 The Customer must inspect the advertisement immediately on receipt/placement. Any defect discovered must be reported immediately. If the Customer fails to do this, the advertisement is deemed approved.

10.2 If an advertisement is defective, our obligation to remedy is in proportion to the degree to which the effectiveness of the advertisement is reduced.

10.3 No defect will be deemed to exist if the reduction in the effectiveness of the advertisement is caused by the use of unsuitable display software and/or hardware, by breakdowns in other operators' communication networks, by computer breakdowns or by any other technical difficulties not attributable to us. This in particular includes any breakdown of a server or of an ad-server used by us.

11. Liability

11.1 Our liability is unlimited in the case of wilful intent, gross negligence, absence of a guaranteed feature, personal injury or liability pursuant to the German Product Liability Act. In the case of a slightly negligent breach of a substantial contractual obligation (in particular the obligation to supply punctually and free of defects) our liability is limited to foreseeable damages typical of the type of contract concerned. Any liability on our part for slightly negligent breach of non-substantial contractual obligations is excluded.

11.2 Foreseeable damages typical of the type of contract concerned are ones up to the amount of the agreed remuneration.

11.3 The above provisions apply accordingly to liability to pay compensation for costs incurred in vain.

12. Terms of payment

Unless otherwise agreed, we will issue our invoice for the placement or creation of an advertisement immediately, but as far as possible within 14 days following the publication of the advertisement. Invoices are payable within one week following receipt.

If payment is taken by SEPA direct debit, we will notify the Customer of the deduction at least 8 days in advance.

13. Concluding terms

13.1 Amendments and additions to the contract between the Customer and us or to these terms and conditions must be in writing to have legal force. The same applies to this written form requirement itself. Fax or e-mail is also sufficient to satisfy the written form requirement contained in these terms and conditions.

13.2 German law applies. The legal venue is the place where our registered office is located. We are also entitled to sue at the Customer's registered place of business.

13.3 Should any of the provisions of these Standard Terms and Conditions for Advertisements be or become invalid, this shall not affect the validity of the remaining terms.

14. Online resolution of disputes pursuant to Article 14 of the Regulation (EU) No 524/2013 and consumer resolution of disputes pursuant to § 36 VSBG (German Consumers' Dispute Resolution Act)

The European Commission provides a platform for online resolution of disputes (ODR) which can be found through <http://ec.europa.eu/odr>.

Our e-mail address is: verbraucherschutz@konradin.de

We are currently not willing to participate in resolution of disputes proceedings in front of a consumer arbitration board.

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