

## **General terms and conditions**

### **§ 1 Extent of provisions**

The following terms and conditions apply to all orders, in particular to orders for publication of advertisements in printed media and/or in the Internet as well as to orders for loose or bound-in inserts. General terms and conditions of the customer are not part of the contract despite of our acceptance without objection.

### **§ 2 Conclusion of Contract; Right of Refusal; Identification as Advertisement**

(1) Unless otherwise agreed, our offers are subject to confirmation. A firm offer materializes either upon our written confirmation or the performance of the order, in particular, publication of the advertisement.

(2) We reserve the right to refuse orders in whole or in part should the performance of the order be unacceptable to us especially with regard to the content, origin or design of the advertisement.

(3) Advertisements which, due to their editorial design, are not identifiable as such shall be marked as advertisement by us.

### **§ 3 Responsibility for Contents of Order**

The customer shall be fully responsible for the contents of the order, and as far as advertisements are concerned, in particular bears the responsibility for the laws concerning press and competition as well as copyright and therefore shall indemnify us against all kind of third-party claims resulting from placing the order and/or the performance of the order.

### **§ 4 Time-limits and Deadlines; Default**

(1) Time-limits and deadlines are only compulsory to us if we acknowledged in writing. Timelimits begin no earlier than after the receipt of a firm order, however not before we have received in full the required information and material for the performance of the order, in particular samples and designs of the advertisement.

(2) In the event of Force Majeure we are entitled to extend or postpone the time-limits and deadlines by the duration of the hindrance plus a reasonable start-up time at our equitable discretion. Force Majeure includes all events which impede or make our performance of the order impossible within the given time-limit. This applies particularly in cases of shortage of raw materials or power supply, strike or lockouts, computer breakdown or other operating troubles regardless whether these occur on our side or with third parties (suppliers, network operators) or in public transport.

(3) In case of undue delay our liability is limited to the amount covered under the employer's liability insurance taken-out for such cases, or in the absence of such insurance, to the foreseeable damage typical of such cases.

### **§ 5 Terms of Payment**

(1) The amount of payment for the order, term of payment and possible price reductions are in accordance with the valid version of our price list. The term of payment commences on the day of invoicing. In addition, the customer shall bear all costs for any printing copy which might be necessary for the performance of the order and for art work, samples or similar additional work actuated by him as well as statutory VAT.

(2) We are not obliged to accept bills of exchange. Should we accept bills of exchange this shall only be as conditional payment and the customer cannot deduct cash discount. The customer must reimburse any expenses for discount and charges immediately.

(3) In case of default of payment the customer shall pay, as a flat-rate compensation, annual fault interest of 8% above the respective base interest rate of the „German Federal Bank“ („Deutsche Bundesbank“), however at least 10% fault interest annually. The proof of a higher or a lower damage caused by fault is reserved. The customer shall be in default of payment at the latest should he fail to settle within 30 days after payability and receipt of an invoice or equivalent statement for payment.

(4) The customer shall only be entitled to set-off should his counterclaim be ascertained final and exclusive, accepted by him or be undisputed. The customer can only exercise the right of retention if his counterclaim is based on the same contractual relationship.

(5) In case of a substantial change for the worse of the customer's financial circumstances, we are, irrespective of any agreed time allowed for payment, entitled to make performance of the order conditional on pre-payment of the remuneration and settlement of all other payments due from the customer.

#### § 6 Warranty for Faults; Liability

(1) The customer shall notify in writing and without delay apparent faults in the performance of the order, however within two weeks after being aware of the performance of the order and, as far as advertisements are concerned, within two weeks at the latest after the advertisement has been published; after this, belated notification of faults is excluded. As for the rest the provisions of § 377 of the HGB (Commercial Code) apply. All warranty claims are subject to a statutory period of limitation of 1 year; however, should the customer be a consumer according to §13 of the BGB (German Civil Code), a statutory period of limitation of 2 years applies.

(2) Regarding orders for advertisements and orders for loose or bound-in inserts a decline of the circulation rate of the printed matter at the time of performing the order compared with the media file given at the time of conclusion of the contract by 10% shall not represent a fault.

(3) Faults of one part of the performance of the contract do not entitle to object to the entire performance of the contract unless the faultless part is of no interest to the customer.

(4) In case of a well-founded notice of defects within the agreed time-limit we are entitled to remedy the defect at our expense. Should disproportionate costs arise, remedying can be refused. Should correction fail, be unacceptable or refused, the customer may, at his discretion, either withdraw from the contract, demand reduction of payment in proportion to the extent of the defect or, in accordance with paragraphs 5 and 6 below, claim damages or, should he remedy the default himself, the expenses incurred.

(5) Should third parties be responsible for faults in the performance of the order, we are only liable to the extent of our own claims against this third party. In such case we are entitled to satisfy the customer's warranty claims by assigning our claims to which we are entitled against this third party. If we avail to this right, the customer only has further warranty claims against us should such third party not fulfil the warranty claim from the customer which was provided with a cogent argument.

(6) The following applies to damage claims by the customer because of faulty performance of an order or other breach of duty: we are not liable for defects which did not occur in the delivery item or object of performance itself and in particular, not for lost profit or other property loss by the customer. This exemption from liability does not apply in cases of physical injury and injuries to health as well as not for damages caused by intent or gross negligence. Furthermore the exemption from liability is not applicable should a substantial contractual obligation be violated; in which case our liability is limited to the amount covered under the employer's liability insurance taken-out for such cases, or in the absence of such insurance, to the foreseeable damage typical of such cases. Insofar as our liability is excluded or limited this also applies to the personal liability of our statutory agents, employees, workers, free-lancers and vicarious agents.

§ 7 Return and Storage of Documents and other Items

All documents and other items which we obtained or produced in connection with the performance of the order shall be handed over to the customer upon his specific request and at his expense. Our obligation to keep these documents and other items expires three months after performance of the order.

§ 8 Place of Performance, Governing Law, Place of Jurisdiction, Partial Invalidity

(1) Place of Performance is 70771 Leinfelden-Echterdingen.

(2) The legal relationship between the parties is subject to the Law of the Federal Republic of Germany exclusively.

(3) Should the customer be a company in accordance with the Commercial Code, then Stuttgart shall be the place of jurisdiction. This also applies should the customer be a juristic person under public law, when separate property under public law is concerned or should the customer not have his own place of jurisdiction within the Federal Republic of Germany. The regulations regarding the place of jurisdiction in sentence 1 and 2 do not apply should the exclusive jurisdiction be set forth by law.

(4) If any provision of these General Terms and Conditions be invalid, the other provisions shall remain in full force. In such case, both parties undertake to agree a valid provision which comes close to the commercial purpose of the invalid provision.