

General Terms and Conditions of Advertising of the Konradin Publishing Group (March 2022)

For reasons of readability, these General Terms and Conditions do not employ both the masculine and feminine language forms. All references to persons apply to all genders.

1. Scope

- 1.1 These Terms and Conditions only apply vis-à-vis entrepreneurs (Section 14 German Civil Code (BGB)), legal entities under public law or special funds under public law.
- 1.2 These Terms and Conditions apply exclusively. We are not bound by the customer's additional or deviating terms and conditions.

2. Contract

- 2.1 For the purposes of these provisions, an advertising contract is a contract for the placement of one or more advertisements or other advertising materials in print or online media.
- 2.2 Unless they are explicitly designated as binding all our offers are always subject to confirmation. The contract is concluded upon receipt of our confirmation of order in text form or upon provision of the ordered services.
- 2.3 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. Requirements for advertising materials, customer's work and services

- 3.1 The customer shall provide advertising materials and samples in a complete, timely, error-free manner, in a suitable form and in accordance with the technical specifications communicated by us and – to the extent possible – shall make any necessary changes and updates without delay. If advertising materials or samples do not conform with our specifications, we cannot guarantee that they will be placed at the right time as desired.
- 3.2 The customer must possess all of the rights required for the placement of the advertisement and must ensure that it is clearly identifiable as an advertisement.
Advertising materials
 - may not infringe any third-party rights (including but not limited to copyright, individual privacy rights, industrial property rights);

- may not breach any other statutory rules (including but not limited to competition, data protection or consumer protection laws and regulations); and
- may 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;
- may not be likely to be liable to objections raised by the German Advertising Council in a complaints procedure.

The requirements that apply to advertising material also apply to content on linked websites.

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

3.4 We are entitled, but under no obligation, to edit materials supplied by the customer to the extent that this is necessary or advisable for the purpose of placement.

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 specifically requested by the customer. 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. Rejection, blocking, exemption

6.1 We may reject advertising orders – including individual call-offs within the framework of an advertising contract comprising different advertising materials – if the advertising material does not meet the requirements. We will notify the customer of any such rejection in text form with a request to supply a modified advertisement.

6.2 If an advertising order cannot be executed due to samples or materials being supplied either late or incorrectly, and we are unable to obtain a substitute order from a third party, the customer must, notwithstanding further claims, pay the agreed remuneration as compensation.

The customer retains the right to demonstrate that we have not incurred any loss or that our loss was less than this.

- 6.3 We are also entitled to temporarily interrupt the placement of an advertisement if third parties verifiably demonstrate that the contents published in the advertiser's advertisement would entail an infringement of rights. We are not required to examine the extent to which the asserted infringement is justified, but it is the advertiser's responsibility to defend itself legally, e.g. by taking appropriate action against the third party.
- 6.4 If the customer changes the contents of an advertisement without agreeing this with us first, we shall be entitled to interrupt the placement of the advertisement.
- 6.5 In all cases, we will inform the customer immediately of the measures taken and give the customer the opportunity to comment.
- 6.6 If a third party asserts claims against us due to the infringement of its rights by an advertisement of the customer, the customer shall indemnify us against such claims insofar as it is responsible for the infringement of rights. The customer must supply us information and documents to assist in the legal defence against such third parties.

7. Liability for defects

- 7.1 In the event of defects, the customer shall be entitled to assert statutory claims in accordance with the following provisions.
- 7.2 Advertising material is free of defects if it complies with the agreed quality. The agreed quality results from our product description and confirmation of order.
- 7.3 The customer must inspect the advertising material for defects immediately upon receipt/publication. Recognisable defects must be notified immediately in text form as a minimum, no later than within ten working days of receipt or placement. If the customer fails to do this, the advertising material shall be deemed approved.
- 7.4 We may republish defective advertising materials within the framework of subsequent performance and in accordance with the agreements. If subsequent performance fails, is unreasonable or is refused, the customer is entitled to reduce the price or – if the defect is not merely of an insignificant nature – to withdraw from the contract and/or claim damages within the limits of Clause 8.
- 7.5 No defect will be deemed to exist if the impairment of the advertising material is caused as a result of 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.

8. Liability

- 8.1 Our liability for damages and reimbursement of costs for slight negligence – including but not limited to breach of contractual obligations and from tort – is excluded, unless we have breached a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract or on fulfilment of which the customer party may regularly rely. In this case, our liability is limited to the damage typical for the contract and which we must have anticipated at the time of conclusion of the contract on the basis of the circumstances known to us.
- 8.2 However, we bear unlimited liability for damages arising from injury to life, limb or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act.

9. Limitation period applying to claims for defects and damages

The limitation period for claims of the customer derived from defects is reduced to one year. The limitation period shall also be one year for the customer's claims for damages and reimbursement of costs that are not based on a product defect. This shall not affect liability for intentional or grossly negligent breaches of duty or liability for damages arising from injury to life, limb or health or for liability under the Product Liability Act.

10. Payment, invoice

Unless otherwise agreed, we are entitled to send an electronic invoice (e.g. as a PDF document) by e-mail. We may, at our discretion, also send paper invoices. We are entitled to exercise our statutory rights in the event of a failure to make payment in due time.

11. Withdrawal, reimbursement of costs

- 11.1 The customer may withdraw from the advertising contract in text form. If a deadline for the customer to send the draft advertising material to us (advertisement deadline) has been set, the declaration of withdrawal must reach us before this deadline expires. If this contractual right of withdrawal is exercised, we can demand reimbursement of costs as follows:

- Withdrawal up to three months before the advertising deadline is free of charge.
- Reimbursement of costs of 30 percent of the price will be charged for withdrawal later than three months prior to the advertisement deadline.
- Reimbursement of costs of 50 percent of the price will be charged for withdrawal later than one month prior to the advertisement deadline.

- Reimbursement of costs of 100 percent of the price will be charged for withdrawal after the advertisement deadline has passed.

11.2 If the customer withdraws from an advertising contract for repeat advertisements (two or more advertisements) prior to the advertisement deadline for the next issue of the publication concerned, costs of 70 percent of the price will be charged. The costs for each additional advertisement ordered is 50 percent of the price.

11.3 In any case, the customer retains the right to demonstrate that we have not incurred any costs or that our costs were less than this; we reserve the right to claim further damages.

12. Retention

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

13. Data protection

13.1 We provide information about our handling of the customer's personal data in our [Data protection statement](#).

14. Final provisions

14.1 If one or more of these provisions are or become invalid, this shall not affect the validity of the remaining terms.

14.2 The contract language is German.

14.3 German law shall apply.

14.4 If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be our registered place of business or, at our discretion, the registered place of business of the customer. The same shall apply if the customer has no general legal venue in Germany, if the customer has moved its domicile or customary place of residence abroad after the conclusion of the contract or if neither the domicile nor the customary place of residence of the customer are known at the time when legal action is initiated.

* * * * *