GENERAL TERMS AND CONDITIONS FOR ADVERTISING BUSINESS IN PRINT MEDIA

§ 1 Scope of validity, exclusivity
1. This contract and publication of all advertising orders and follow-up orders are governed exclusively by these General Terms and Conditions, as well as by the Publisher's price list in effect at the time of conclusion of contract, except for material contract terms and provisions for order placement. Any deviations and conditions of the customer is precluded to the extent they are inconsistent with these General Terms and Conditions.

§ 2 Scope of contract
1. Orders for advertisements may be submitted personally by phone, letter, fax, or email, or Online. The Publisher is not liable for transmission errors.
2. A contract comes into existence only after written confirmation of the order by the Publisher. The price list in effect at the time of conclusion of contract is applicable in each case. The customer can obtain information about the price list in effect at the time of conclusion of contract at the office of the Publisher.

§ 3 Prices, payment terms, price reduction
1. The compensation applicable between the Publisher and the customer results from the order confirmation. If a written order confirmation was not given, or if compensation is not evident in the order confirmation, the price list in effect at the time the order was issued is applicable.
2. The price for publication of an advertisement is determined according to the price list currently in effect. In the event the advertisement price list is changed, the new terms apply also to ongoing contracts.
3. Prices may be changed at any time. For orders already confirmed by the Publisher, however, price changes are effective only if they were announced at least one month in advance. In such case, the customer is entitled to terminate, which right may be exercised in writing not later than 14 days after announcement of the price increase. In such case, discounts must not be reduced pursuant to No. 5. Further-reaching claims of the customer are precluded. If termination does not occur, the price increase is deemed accepted for existing orders as well.

§ 4 Scope of validity, exclusivity
1. The order is to be fulfilled in the period described in the order confirmation. The Publisher is at liberty to modify these on short notice when called for by the production process.

§ 5 Scope of validity, exclusivity
1. The discounts described in the price list are granted only for advertisements appearing during a given year. Unless agreed otherwise in written form, the periods end with the appearance of the first advertisement. If the one-year period is not complied with, the customer is obligated to refund to the Publisher the amount of the difference between the discount granted under the contract with respect to the stipulated total order value and the discount given for the individual advertisement that is placed.
2. In the event the order is expanded, this gives rise to a claim to a retroactive discount, provided that the basic order is subject to change. The customer must formally notify the Publisher at least nine months after expiration of the Advertising Year. If an order does not reach the anticipated order volume, the excess price discount granted is invoiced retroactively.

§ 6 Scope of validity, exclusivity
1. The invoice amount is payable net (without deduction) within 30 days of the invoice date. If payment is made within eight days, the Publisher grants the customer a discount of 2%.
2. Payment for advertisements must be made net of the amounts in the Publisher’s bank accounts indicated in the invoice. In the event of late payment, interest is charged in accordance with Section 288 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). Collection costs are the sole means of late payment are for the account of the customer. In the event of late payment, the Publisher may suspend further processing of a current order until payment is made and demand payment of interest. Should they be justified concerns about the customer’s ability to pay, the Publisher reserves the right to immediately give notice of advertisements dependent on payment in advance in the advertisement fee and on the settlement of open invoices, including during the term of a contract and regardless of the originally agreed price terms. Estimates granted only to the customer up to six months of the estimated date of publication are subject to price change upon request.
3. All prices are net of value-added tax applicable on the date of invoice issuance. For advertisement orders emanating from outside Germany that are not subject to value-added tax, invoices are issued without a charge for value-added tax. The Publisher is entitled to invoice for value-added tax retroactively if the tax authorities determine that the order is subject to VAT.
4. In the event a contract is concluded for several advertisements, a claim to price reduction may be derived from a reduction in circulation if the overall average of the insertion year beginning with the first advertisement is less than the average circulation of the period in which the advertisement was published. The percentage of reduction may be calculated based on the average circulation of the prior calendar year stipulated in the price list or in some other manner. A reduction in circulation is a defect affecting price reduction only if it amounts to 20% or more for a circulation of up to 50,000 copies.
5. A reduction is to be regarded as a hardship in so far as that experienced in the reduction in circulation.

§ 7 Positioning of advertising, labeling
1. Unless agreed otherwise, the advertisement is placed in the next available issue.
2. If several advertisements are booked in advance, same are, when in doubt, to be sequenced within one following year being concluded of contract.
3. The Publisher expressly reserves the right to make editorially related changes to the internal arrangement, layout, title, and scope of the respective periodical, as well as the right to postpone publication dates when necessitated by other arrangements. If the Publisher’s liability is precluded or limited under the aforementioned arrangements, this also applies to the personal liability of its employees, representatives, or persons used to perform an obligation (Überlassungsverhältnis).

§ 8 Storage of customer data
1. In connection with its business relationships, the Publisher stores customer data by means of electronic data processing in accordance with the statutory provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG).

§ 9 Place of performance, place of jurisdiction
1. The contract is concluded exclusively in the Federal Republic of Germany. For all issues the General Terms and Conditions should be or become ineffective, all other provisions remain main in full force and effect. An invalid provision is instead to be replaced by way of supplementary interpretation that allows performance of the contract to be possible or necessary for contractual reasons established by the parties with the ineffective provisions. The same applies to the closing of any gaps herein.

2. Amendments to the provisions of these General Terms and Conditions and waiver of the requirement of written form must be made in writing.

3. The law of the Federal Republic of Germany is applicable, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods and under exclusion of the principles of conflict of laws. The place of performance is Gießen. The place of jurisdiction is Marburg for lawsuits against merchants, legal persons under public law, or special funds under public law.

Version: July 2018