1. The publisher reserves the right to accept or reject advertisements or orders for inserts. When concluding contracts for advertisements, the publisher reserves the right to accept or reject certain ad texts. It may base the acceptance or refusal on the application of uniform principles because of the content, the origin or the technical form of the ad. The publisher shall also be entitled to reject advertising orders placed by representatives of the publisher or other collection points. The publisher will notify the client immediately of its rejection of an order. Firmly placed orders cannot be cancelled, not even if the internal layout, the equipment, the scope, the title or the ownership of the magazine are changed or if individual advertisements were rejected by the publisher in accordance with paragraph 2. If the ad rates change, the new terms and conditions will apply to current orders, for price reductions immediately, and for price increases one month later.

2. The Advertiser shall ensure timely and complete delivery of the advertising motif. The costs for drafts, translations, final artwork etc. are not included in the advertisement prices. If the printing documents supplied by the advertiser are not printable, the publisher shall inform the advertiser. If the advertiser commissions the publisher to produce the printing documents, the advertiser shall reimburse the costs incurred. All printing documents shall be kept for a maximum of 3 months after fulfilment of the order.

3. The publisher accepts no liability for errors resulting from transmissions by means of telephone or written telecommunication of any kind or for the correctness of translations of advertising texts.

4. Unless otherwise agreed, advertisements will be placed sequentially from the next available magazine issues. The publisher reserves the right to postpone publication dates or topics mentioned in the subject schedule for technical or other reasons. No guarantee is given for the inclusion of advertisements in specific places or in specific numbers. If advertising orders nevertheless contain space requirements, the advertising order itself shall be deemed to be binding under any circumstances, even if the requirements cannot be complied with. For accepted space requirements the tariff rates will be calculated. The exclusion of the client’s competitors is not possible.

5. The publisher guarantees the best possible reproduction of the advertisement in terms of printing time. Complaints of any kind must be made no later than 30 days after printing the advertisement or the invoice date. If defects in the print cannot be detected immediately, but only become apparent during printing, the client has no claims in the event of insufficient printing. In all other respects, if the advertisement is printed illegible, incorrect or incomplete in whole or in part, the client shall be entitled to reasonable compensation in the form of additional advertising space to the extent that the purpose of the advertisement has been impaired. If the publisher fails to meet a reasonable deadline set for this purpose or if the replacement advertisement is again not perfect, the client shall be entitled to a reduction in payment or cancellation of the order. Further liability for the publisher is excluded. Missing or incorrectly printed control data do not result in any claim for the client.

6. Advertisements that are not recognisable as advertisements due to their editorial design will be clearly marked by the publisher with the word „advertisement“.

7. The publisher reserves the right not to publish ads which are in breach with the morality, which are racist, sexist or discriminatory in any sense of the meaning. The evaluation of the subject matter lies within the sole discretion of the publisher.

8. Prepress proofs will only be supplied upon express request. The client is responsible for the correctness of the returned prepress proofs. If the client does not return the prepress proof sent to him in due time, permission for printing shall be deemed to have been granted.

9. Control over the timely call-off of the order is the responsibility of the client. The publisher is not liable for order overruns caused by the client.

10. Orders for advertisements will be processed within one year of the concluding of the contract unless otherwise agreed. In case of doubt, the publication of the advertisements shall be evenly distributed over the acceptance period. The discounts shown in the advertisement price list or which are agreed in special cases shall only be granted for advertisements by an advertiser that appear in a publication within one year. The period begins with the appearance of the first advertisement, if no other beginning has been agreed in writing at the conclusion of the contract. In the case of a quantity contract, the discount amount is determined by the quantity of ads as opposed to the size. If larger formats are purchased, only one advertisement may be debited from the contract unless the total quantity of millimetres purchased justifies a higher discount. If less advertisements are accepted within one year than agreed, the publisher shall be entitled to recalculate the difference between the discount granted and the discount corresponding to the actual acceptance on the basis of the price list.

11. Advertising agents and advertising agencies are obliged to adhere to the advertising rates on the supplier’s price list in their offers, contracts and invoices. The agency commission granted by the publisher may not be passed on to the clients in whole or in part.

12. The advertiser is retroactively entitled to the discount corresponding to his actual acceptance of advertisements within a one-year period if he has immediately concluded a discountable order at the beginning of the period. The right to an extended discount expires if it is not claimed at the latest one month after the end of the advertisement year. The retroactive discount is granted in advertisements in cash, on request. The claim to a retroactive discount must be proven by the advertiser.

13. Temporary interruption of publication of the advertisement due to force majeure, strike, lockout or operational disruptions does not release from the contract. In such cases, the agreed acceptance period shall be extended accordingly, unless the client can prove that a later publication of the advertisement can no longer fulfil the purpose of the advertisement. Claims for damages are excluded.
14. If an order is not fulfilled in whole or in part for reasons for which the publisher is not responsible, the client is nevertheless obliged to pay the full advertising price. The corresponding remaining invoice, which may initially only be issued for a partial amount, is due for payment in accordance with section 17, paragraph 2, irrespective of whether the entire acceptance period has already expired.

15. The assignment of claims arising from the advertising contract by the client is not permitted.

16. In the case of box number advertisements, the publisher accepts no liability for the safekeeping and timely forwarding of the offers. Registered letters and express letters on box number advertisements can only be forwarded by normal mail. The publisher may be granted the right as a representative under an individual contract to open the incoming offers instead of and in the declared interest of the client and to separate out business promotions and brokerage offers in his interest. Letters exceeding the permissible format DIN A4 (weight up to 25 g), as well as consignments of goods, books, catalogues and parcels are excluded from forwarding and will not be accepted. However, a receipt and forwarding can be exceptionally agreed in the event that the client accepts the resulting fees/costs. The replies to box number advertisements shall be retained for four weeks. Letters that cannot be sent within this period will be destroyed. The publisher shall return valuable documents without being obliged to do so.

17. Upon request, the publisher will deliver a receipt free of charge after publication of the advertisement. A complete receipt issue will be delivered if the type and scope of the advertisement order justify this.

18. The calculation is made according to page parts, with occasional ads being according to the actual printed height.

19. In the case of a contract covering several advertisements, a claim to a price reduction may be derived from a reduction in circulation if, in the overall average of the advertising year beginning with the first advertisement, the circulation falls short of the average circulation stated in the price list or in some other way. A reduction in circulation is only entitled to a price reduction if it amounts to 20% or more for a circulation of up to 50,000 copies. The percentage amount of the price reduction is proportional to the reduction in circulation.

20. If the client does not pay in advance, the invoice will be issued no later than the end of the month in which the advertisement appears. The invoice is to be paid within the period shown in the price list, unless advance payment has been agreed. Any discounts for early payment will be calculated according to the price list.

21. In the event of default in payment, interest and collection costs will be charged. The publisher may postpone the further execution of the order until payment has been received, including payment in advance. Upon the opening of insolvency proceedings, the total amount for notifications still to be accepted shall become due immediately.

22. Should any provision of these General Terms and Conditions be or become invalid, the contract and the rest of the provisions of these General Terms and Conditions shall otherwise remain valid.

23. The Publisher shall store the data relevant in its dealings with business partners for processing in automated procedures.

24. The place of fulfilment is Munich.

25. In business transactions with traders, legal entities under public law, or in the case of special funds under public law, the place of jurisdiction for legal actions shall be Munich.