

General Terms and Conditions for Advertisements and Inserts in Newspapers, Magazines and Digital Media as well as Exhibitor and/or Sponsorship Participation in Events

1. **Advertising Order** – An “advertising order” within the meaning of these General Terms and Conditions is the contract for the publication of one or more advertisements by an advertiser or other placer in a print publication and/or digital medium for the purpose of dissemination.
2. **Publication Period** – In cases of doubt, advertisements must be published within one year after the conclusion of the contract. If, as part of a contract, the right to request individual advertisements is granted, the order must be executed within one year from the publication of the first advertisement—provided that the first advertisement is requested and published within the period specified in sentence 1.
3. **Additional Advertisements** – Under contracts, the client is entitled to request additional advertisements beyond the quantity specified in the order within the agreed period or within the period mentioned in clause 2.
4. **Non-Fulfillment Due to Publisher’s Exclusion** – If an order is not fulfilled due to circumstances for which the publisher is not responsible, the client shall, without prejudice to any further legal obligations, refund the publisher the difference between the granted discount and the discount corresponding to the actual acceptance. This refund does not apply if the non-fulfillment is due to force majeure within the publisher’s area of risk.
5. **Conversion of Text to Advertisement Space** – When calculating the accepted quantities, text-millimeter lines are converted into advertisement-millimeters according to the applicable price.
6. **Specified Placement Orders** – Orders for advertisements and inserts that are expressly intended to be published exclusively in certain issues, specific editions, or in designated positions in the print publication must be received by the publisher with sufficient time so that the client can be informed before the advertisement deadline if the order cannot be executed in this manner. Classified advertisements will be printed in the respective category without the need for an explicit agreement.
7. **Text-Part Advertisements** – Text-part advertisements are those that border on the text on at least three sides rather than on other advertisements. Advertisements that, due to their editorial design, are not clearly recognizable as advertisements will be distinctly marked by the publisher with the word “advertisement.”
8. **Rejection of Orders** – The publisher reserves the right to reject advertising orders—including individual requests within a contract—and insert orders based on content, origin, or technical form in accordance with the publisher’s uniform, objectively justified principles if the content violates laws or governmental regulations or if its publication is unreasonable for the publisher. This also applies to orders placed at branch offices, acceptance centers, or via representatives. Insert orders become binding for the publisher only after the submission and approval of a sample of the insert. Inserts that, by their format or design, give the impression of being an integral part of the newspaper or magazine or that contain third-party advertisements will not be accepted. The rejection of an order will be communicated to the client without delay.
9. **Delivery of Materials** – The client is responsible for the timely delivery of the advertisement text and error-free print materials or inserts. For print materials that are clearly unsuitable or damaged, the publisher will immediately request replacements. The publisher guarantees the customary printing quality for the respective publication within the limitations imposed by the provided materials.
10. **Defective Printing and Remedies** – Should an advertisement be wholly or partially illegible, incorrect, or incompletely printed, the client is entitled to a reduction in payment or a proper replacement advertisement—but only to the extent that the advertisement’s purpose is impaired. If the publisher allows a reasonable deadline set for correction to expire or if the replacement advertisement is again defective, the client is entitled to a payment reduction or cancellation of the order. Claims for damages due to positive breach of obligation, negligence during contract formation, and tort—even in the case of telephone orders—are excluded. Claims for damages due to impossibility of performance and delay are limited to the foreseeable damage and the fee payable for the respective advertisement or insert. This does not apply to cases of intent or gross negligence by the publisher, its legal representatives, or its agents. The publisher’s liability for damages due to the absence of assured features remains unaffected. In commercial transactions, the publisher is also not liable for the gross negligence of its agents; in other cases, liability towards merchants for gross negligence is limited to the foreseeable damage up to the amount of the respective advertisement fee. Complaints must—except for non-obvious defects—be raised within four weeks after receipt of the invoice and accompanying documents.
11. **Proof Copies** – Proof copies are provided only upon explicit request. The client is responsible for verifying the accuracy of the returned proofs. The publisher will consider all error corrections communicated within the timeframe set when the proof was sent.
12. **Calculation Basis** – If no specific size requirements are provided, the actual print height customary for the type of advertisement will be used as the basis for calculation.
13. **Invoicing and Payment Terms** – If the client does not make an advance payment, the invoice will be issued immediately, preferably fourteen days after the advertisement is published. The invoice must be paid within the period indicated in the price list starting from the receipt of the invoice, unless another payment term or advance payment has been agreed upon individually. Any discounts for early payment will be applied according to the price list.
14. **Late Payment and Credit Concerns** – In the event of late payment or deferral, interest and collection costs will be charged. The publisher may suspend further execution of the current order until payment is received and may require advance payments for the remaining advertisements. If there are justified doubts about the client’s creditworthiness, the publisher is entitled—even during the term of an advertising contract—to condition the publication of further advertisements on the disbursement of the payment and the settlement of outstanding invoices, regardless of any originally agreed payment deadline.
15. **Advertising Proof upon Request** – Upon request, the publisher will provide an advertising proof with the invoice. Depending on the type and scope of the advertising order, advertisement cuttings, proof pages, or complete proof numbers will be provided. If a proof cannot be obtained, a legally binding certificate from the publisher confirming the publication and dissemination of the advertisement shall replace it.
16. **Costs for Material Production and Changes** – The client shall bear the costs for the production of the ordered print materials as well as for any significant changes to the originally agreed versions that are requested by or attributable to the client.
17. **Circulation Reduction and Price Adjustment** – In contracts covering multiple advertisements, a claim for a price reduction may arise from a reduction in circulation if, on average during the insertion year beginning with the first advertisement, the average circulation stated in the price list or otherwise—or, if no circulation is stated, the average sold (or in the case of trade magazines, the average actually distributed) circulation of the previous calendar year—is undercut. A reduction in circulation is considered a defect warranting a price reduction only if it amounts to 20% for a circulation of up to 50,000 copies. Furthermore, in contracts, claims for a price reduction are excluded if the publisher has informed the client in sufficient time about the circulation drop, so that the client could withdraw from the contract before the advertisement was published.
18. **Handling of Classified Advertisements** – For classified advertisements, the publisher applies the diligence of a prudent businessman in the safekeeping and timely forwarding of offers. Registered mail and express mail regarding classified advertisements will be forwarded only via standard postal service. Submissions for classified advertisements will be retained for four weeks. Correspondence not collected within this period will be destroyed. Valuable documents will be returned by the publisher without obligation. In the interest and for the protection of the client, the publisher reserves the right to open incoming offers for the purpose of detecting abuse of the classified service. The publisher is not obligated to forward commercial promotions or brokerage offers.
19. **Return and Retention of Print Materials** – Print materials will be returned to the client only upon special request. The obligation to retain these materials ends three months after the completion of the order.
20. **Cancellation of Advertising Orders** – Advertising orders may be cancelled up to the advertisement deadline. Cancellation must be submitted in writing or in text form (by mail, fax, or email). For cancellations made after the advertisement has been accepted, a flat cancellation fee of 30% applies. In the period from four weeks until the advertisement deadline, a cancellation fee of 50% is charged. For cancellations after the advertisement deadline or if the advertisement has already been sent to print, the client is obliged to pay for the advertisement.
21. **Events & Sponsorship Cancellations** – For events and sponsorships, cancellations must be submitted in writing or in text form (by mail, fax, or email). Cancellations are permitted up to three months before the event, with 30% of the total amount of the booked services being retained by the event organizer as a fee. For cancellations up to four weeks before the event, the cancellation fee is 75%, and 100% for cancellations made less than four weeks before the event begins.

Notes on Data Processing

1. The provider collects customer data as part of the processing of contracts and complies with the legal provisions. Without the customer’s consent, the provider will only collect, process, or use the customer’s data to the extent necessary for the execution of the contractual relationship.
2. Without the customer’s consent, the provider will not use the customer’s data for purposes of advertising, market research, or opinion research.
3. The customer has the right at any time to request information about the data stored about them, to have it corrected, or to have it deleted or blocked. For further information regarding the customer’s consents and details on data collection, processing, and usage, please refer to the privacy policy.