

**General Business Terms  
For Advertising Clients of Trade Journals  
Published by SIGS DATACOM GmbH**

1. The following general business terms shall be the only terms applicable to the processing of an advertising order. Any contrary provisions in the general business terms of an advertising client shall have no application, even if SIGS DATACOM GMBH does not expressly raise any objections thereto in individual cases. For the purposes of the following general business terms, an “advertising order” shall be deemed to be the contract for the publication of adverts.
2. The basis for an advertising order shall be all advertisements which appear within the same insertion year. The duration of a framework order shall commence on the date the first advert appears.
3. If an advertising order is not fulfilled, the client must reimburse SIGS DATACOM GMBH the difference between the originally granted discount and the discount corresponding to the actual ad turnover. If fulfilment was prevented due to reasons attributable to SIGS DATACOM GMBH, the foregoing duty to reimburse shall not apply.
4. An advert which is not recognisable as such shall be given the label of “Advert”. SIGS DATACOM GMBH shall reserve the right to fulfil an advertising order, basing its decision on the actual content of individual adverts. This right shall apply even if the advertiser has already received a confirmation for the order.
5. The publisher shall reserve the right to approve or reject a given advert or insert ad at its sole discretion. When approving a framework order, the publisher shall reserve the right to accept individual portions of copy text. The publisher may, while applying consistent principles, justify an approval or rejection based on the content, provenance, or technical aspects of a given advert. The publisher shall be entitled to reject even those advertising orders which are taken up by representatives of the publisher or other points of acceptance. A rejection shall be communicated to the client in a prompt fashion. Fixed and binding advertising orders may not be cancelled, even if there are changes to the internal organisation, layout, scope, title or ownership of a given magazine, and even if the publisher has rejected individual advert submissions in accordance with Line 2. If the publisher’s price list is modified, the new terms shall also apply to all existing orders. The new terms shall take effect immediately if the price has been lowered, but not until one month later if the price has been raised. Each magazine’s publishing information page (“impressum”) shall list the most current tariff.
6. The advertiser shall be responsible for the timely delivery of an advert. The advertising tariff does not include the costs for ad designs, final artwork, etc. Thus, the advertiser shall be responsible for procuring the materials to be printed, insofar as these are submitted by the advertiser. All materials to be printed shall be saved for no longer than 3 months after the fulfilment of an order.

7. The publisher shall assume no liability for errors due to any type of transmission over the telephone or by telex/teleprinter, nor for the accuracy of any translations.
8. Insofar as not otherwise agreed, adverts shall be placed as soon as possible in the first issue available at any given time. The publisher shall reserve the right to postpone the publication date for technical or other reasons. There shall be no guarantee that a given advert shall appear in a specific place in the magazine or in a specific issue. Certain advertising orders may contain specific placement instructions, but such orders shall be deemed duly fulfilled, all else being equal, even if it proves impossible to honour the placement instructions. The appropriate tariff rates shall apply to all placement instructions accepted. It shall not be possible to exclude competitors.
9. The publisher shall guarantee the best printed reproduction of an advert that is technically possible subject to the time constraints involved. Any complaints must be submitted no later than 20 days after either the print date or the invoice date. If a print job turns out to be inadequate due to flaws in the materials to be printed, and if these flaws cannot be identified until after printing, then the client shall have no basis for a claim. In all other cases involving a totally or partially illegible, inaccurate or incomplete print job, the client shall be entitled to claim additional advertising space free of charge, to the same extent as the purpose of the original ad was compromised. Any further liability for damages shall be excluded. Missing or inadequately printed control specifications shall not entitle the client to make a claim.
10. Printer's proofs shall only be provided upon request. The client shall be responsible for checking the accuracy of any proofs sent by the publisher. If the client fails to return a timely delivered proof to the publisher before the respective deadline, the print job in question shall be deemed approved.
11. It shall be the client's responsibility to place ads before the given deadline. Any job delays caused by the client shall not result in any liability for the publisher.
12. Advertising brokers and advertising agencies shall be obligated to adhere to the price list of the publisher with respect to the offers, agreements and billing they transact with the advertiser. The brokerage commissions granted by the publisher may not be passed on to the client, either in whole nor in part.
13. If the advertiser places an order subject to a discount at the beginning of the applicable period, the advertiser shall subsequently have a retroactive claim for the discount corresponding to the advertiser's actual ad turnover. This claim for an additional discount shall lapse unless asserted within one month after the end of the advertising year. The advertiser must furnish proof for any such claim.
14. If the publication of adverts is temporarily postponed by force majeure, strikes, lockouts or business interruptions, this shall not release the contracting parties. In such cases, the agreed placement period shall be extended accordingly. Claims for damages shall be excluded.
15. If an order remains wholly or partially unfulfilled, and this is not the fault of the publisher, the client shall nonetheless be obligated to pay the full advertising cost. The corresponding remaining balance, which could also be initially charged in instalments, shall be payable whether the entire placement period has elapsed or not.
16. The advertiser may not assign any claims arising from an advertising order.

17. Where keyed ads (box number ads) are involved, the publisher shall not assume any liability for custody and timely forwarding of offers. Registered or express post shall only be forwarded via regular post. Replies received to keyed ads shall be kept for four weeks. Letters which cannot be delivered within this time shall be destroyed. The publisher shall return valuable documents as a courtesy, without being obligated to do so.
18. Upon request, the publisher shall furnish a receipt for a published advert free of charge. This shall include a complete receipt number, insofar as warranted by the type and scope of the advertising order. If a receipt can no longer be obtained, this shall be replaced by an order confirmation from the publisher.
19. Billing shall be based on the number of pages or sections thereof.
20. Invoices shall be due in full no later than 10 days upon receipt. Any discounts, rebates or allowances must be agreed separately and in writing.
21. If payments are deferred or fall into arrears, a penalty equivalent to the prevailing bank interest rate plus any collection fees shall be assessed. If payments are in arrears, the publisher may suspend an ongoing advertising order until such payments are made good, and may demand that remaining adverts be paid in advance. If there are justifiable grounds for calling the solvency of the advertiser into question, the publisher may make the publication of future ads associated with an ongoing order contingent upon payment in advance and upon the settling up of payments in arrears. The foregoing shall apply regardless of any payment terms previously agreed.
22. If a provision of these general business terms should be or become invalid, this shall not affect the validity of the remaining provisions of either these general business terms or of a ratified contract.
23. In the course of its dealing with its customers, the publisher shall store data needed for computerised processing. Reference is hereby made to Section 33 of the German Data Privacy Act (DBSG).
24. The exclusive place of jurisdiction and contract fulfilment shall be Siegburg, Germany.