

**General Terms and Conditions of Business  
for Advertising Clients of Trade Journals Published by SIGS DATACOM GmbH**

**§ 1 General**

(1) The general terms and conditions of business set out below relate exclusively to the placement of advertisements in trade journals published by SIGS DATACOM GmbH (publisher) and are directed towards advertisers.

(2) By placing an order with us, the content of these terms shall be deemed to have been acknowledged and approved. Any general business terms of the client which deviate from our own general terms shall have no application unless they have been expressly confirmed in writing by SIGS DATACOM GmbH.

(3) An advertising order for the purpose of the following general terms and conditions of business is a contract relating to the publication of one or more advertisements of an advertiser or another advertising party in a printed publication for the purpose of distribution.

**§ 2 Subject of the contract**

The respective subject of the contract is derived from the specific contractual agreement.

**§ 3 Conclusion of the contract / Amendments**

(1) The contract is concluded when the order is accepted by the publisher. Acceptance may be by means of order confirmation or issuance of an invoice.

(2) The acceptance of an advertisement order is at the discretion of the publisher.

(3) Placing an order without submitting the advertising text or a sample insert is accepted subject to the proviso that the publisher has no objections to the text or the form of the advertisement.

(4) Changes to contract information, such as the company name or address, are to be notified to the publisher without delay. If the changes are notified to the publisher only after an invoice has been issued, it is entitled to charge a processing fee for making the changes.

**§ 4 Refusal to carry out an advertising order**

(1) Even after an acceptance confirmation has been sent, the publisher reserves the right to reject advertising orders - including individual requests within the scope of a contract - and insert orders based on the content, provenance or technical aspects in accordance with the standardised, objectively justified principles of the publisher if the content breaches any law or official provisions, or it would be unreasonable for the publisher to publish it.

(2) Section 1 also applies to orders that are submitted to the publisher's representatives or other receiving offices.

(3) A rejection of an order shall be notified to the client promptly after checking the order.

## **§ 5 Admissibility of advertisements / Intellectual property rights**

(1) The client must not infringe or impair the intellectual property rights of third parties, nor must it commit other breaches of applicable laws.

(2) The content and the legal permissibility of displayed advertisements, as well as the text and image material provided for this purpose, are the responsibility of the client.

(3) If third parties bring claims against the publisher for the reasons specified in paragraphs 1 and 2, the publisher is to be released and held harmless by the client.

(4) The client must bear the cost of the publication of a counter-advertisement in accordance with the current price list, to the extent that this relates to assertions of the advertisement ordered.

## **§ 6 Identification of advertisements**

An advertisement which is not recognisable as such as a result of its editorial format shall be given the label of "Advertisement".

## **§ 7 Exclusion of competition**

The publisher does not grant any exclusion of competition.

## **§ 8 Cancellation**

Confirmed 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 advertisement submissions in accordance with § 4 of these general terms and conditions of business.

## **§ 9 Prices**

(1) Calculation of the advertisement price shall be based on the number of pages or sections thereof.

(2) If the price list provided as part of the media data 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.

(3) The advertisement price does not include the costs for ad designs, final artwork, etc. If the client provides the materials to be printed, the client will bear the procurement costs.

(4) Any discounts, rebates or allowances must be agreed separately and in writing.

(5) If an allowance (e.g. in the form of a bulk discount) has been agreed, the client has a retroactive claim to the discount corresponding to the actual advertisement turnover within the one year period. This claim expires if it is not enforced within one month of the end of the advertising year.

## **§ 10 Due date for payment / Late payment**

(1) The invoice is due and payable without deduction no later than 10 days after receipt.

(2) If the advertiser does not pay the invoice amount within the time period specified in paragraph 1, it will be in default.

(3) In the event of a payment default, statutory interest will be charged pursuant to § 247 German Civil Code in connection with § 288 German Civil Code. To the extent that the publisher suffers a greater amount of loss, it is entitled to claim such loss.

(4) In the event of a payment default, the publisher can postpone the further execution of the current advertising order until payment is made in full, as well as making the future publication of advertisements dependent on advance payment being made.

(5) Furthermore, the publisher is entitled to rescind the contract and to demand compensation from the client if the client fails to meet a payment obligation despite a corresponding payment request having been made by the publisher and the expiry of an appropriate grace period without receipt of payment.

(6) This does not affect any other claims for losses the publisher may have.

## **§ 11 Client's imminent inability to make payment**

If there is just cause to doubt the client's ability to make payment, the publisher is entitled to make the publication of further advertisements conditional on pre-payment of the advertising price and settlement of any open invoice amounts, irrespective of any previous agreement and even during the term of the advertising order.

## **§ 12 Rescission by the publisher**

(1) Notwithstanding the provision in § 10 para. 5 of these general terms and conditions of business, the publisher is entitled to rescind the contract if the advertising order was accepted on the basis of incorrect information.

(2) Furthermore, the publisher is entitled to rescind the contract entered into if a compelling reason exists for doing so.

(3) The publisher expressly reserves the right to bring a claim for compensation against the client.

## **§ 13 Printer's proofs**

Printer's proofs shall only be provided if expressly requested. The client shall be responsible for checking the accuracy of any proofs sent by the publisher. If the client fails to return a proof delivered in good time to the publisher before the respective deadline, the print job in question shall be deemed approved.

## **§ 14 Assignment**

The client may not assign its claims under the advertising contract.

## **§ 15 Publisher's liability for errors**

(1) The publisher shall guarantee the best printed reproduction of an advertisement that is technically possible subject to the time constraints involved.

(2) The publisher shall assume no liability for errors which result from any type of transmission over the telephone or by email/fax, nor for the accuracy of any translations.

(3) 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 immediately and only become apparent when 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 advertisement 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.

(4) Any complaints must be submitted no later than 10 days after either the print date or the invoice date.

#### **§ 16 Non-fulfilment of the order**

(1) If an 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 advertisement turnover. If fulfilment was prevented due to reasons attributable to SIGS DATACOM GmbH, the foregoing duty to reimburse shall not apply.

(2) 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 due and payable whether the entire placement period has elapsed or not.

#### **§ 17 Delivery of advertising text / Storing of printing material**

(1) The client is responsible for the prompt delivery of the advertising text and defect-free printing material.

(2) Printing material will only be returned to the client if specifically requested. They will be retained for a maximum of three months after the last publication.

#### **§ 18 Placement of advertisements**

(1) Unless otherwise agreed, adverts shall be placed as soon as possible following placement of the order. Provision of the printing material is a prerequisite to the placement of the advertisement.

(2) The publisher expressly reserves the right to amend the publication dates for the respective magazine for technical or other reasons.

(3) Placement instructions specified in the order will be taken into account where possible. However, there is no entitlement to this. The tariff rates will be charged for the fulfilment of placement instructions.

(4) It shall be the client's responsibility to place the order before the deadline. Any job delays caused by the client shall not result in any liability for the publisher.

### **§ 19 Advertising confirmation**

(1) After publication of the advertisement, the publisher will also deliver proof of its publication. Depending on the type and volume of the advertising order, advertisement cuttings, whole pages or the complete issue will be provided. In case the confirmation is no longer obtainable, a confirmation about the publication and circulation will be provided by the publisher.

(2) Complaints about obvious errors are to be notified to the publisher without delay after receiving the proof of publication. The statutory guarantee period applies to other defects. Errors relating to the electronic readability of a QR code are generally excluded.

### **§ 20 Box number advertisements**

(1) The publisher will exercise the care of a prudent businessperson with regard to the safe-keeping and prompt forwarding of offers to box number advertisements. Further liability, in particular with regard to the prompt forwarding of offers, is expressly excluded.

(2) Registered and express post received in response to box number advertisements will only be forwarded via regular post.

(3) All documents sent in will be kept for a period of four weeks. Undeliverable letters will be destroyed upon expiry of this period. The publisher will send back any high value documents to the extent possible. However, this does not give rise to an obligation on the publisher's part to do so.

### **§ 21 Force majeure**

(1) In the event of an outage as a result of force majeure or other circumstances for which the publisher is not responsible, in particular as a result of a strike or a lock-out, the statutory provisions will apply, according to which the publisher is released from its specific obligation to publish the advertisement. In this situation, the acceptance period will be extended by a time equal to the duration of the disruption to the advertisement placement. In this respect, the client will not be released from its payment obligation.

(2) All further claims for damages are excluded.

### **§ 22 Advertising brokers**

(1) Advertising brokers and advertising agencies are obliged to adhere to the price list of the publisher with respect to the offers, agreements and billing they transact with the advertiser.

(2) The brokerage commissions granted by the publisher may not be passed on to the client, either in whole or in part.

### **§ 23 Data protection**

Pursuant to § 33 German Data Protection Act, your attention is drawn to the fact that

the publisher will store relevant data arising from dealings with business partners for processing as part of an automated process.

#### **§ 24 Exclusion clause, limitation**

(1) The client must enforce its claims against the publisher in writing within three months of termination of the advertising order. Receipt by the publisher is decisive for the timeliness of enforcing claims. If claims are not enforced against the publisher in a timely manner, a replacement of such claims is excluded.

(2) All claims of the client, including any claims that are enforced within the time limit pursuant to paragraph 1, will expire six months after the end of the month in which the advertising order is terminated. This does not include claims relating to the publisher's liability for intentional acts.

#### **§ 25 Final provisions**

(1) The law of the Federal Republic of Germany applies exclusively. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.

(2) No oral agreements relating to the underlying contract have been made. Any supplementary agreements and provisions must be made in writing.

(3) To the extent the client is a merchant, a legal entity under public law or a public law special fund, the place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship between SIGS DATACOM GmbH and the client is the location of the registered office of SIGS DATACOM GmbH.

(4) In the case of paragraph 2, the place of performance is agreed to be the location of the registered office of SIGS DATACOM GmbH.

(5) Should an individual provision of these general terms and conditions of business be ineffective, this does not affect the validity of the remaining provisions. In this situation, the parties will negotiate to agree a provision that replaces the ineffective provision which most closely corresponds to the original provision. The same applies for incomplete provisions.

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