

# Terms of trade

1. „Advertisement order“ in the following General Terms of Business is an agreement covering one or several advertisements of an advertiser or client in a publication for the purpose of dissemination.
2. Unless otherwise agreed upon, advertisements are to be released for publication within one year from date of order. If a contract provides for the right to release individual advertisements such a contract should be filled within one year from date of publication of the first advertisement provided the first advertisement was released and published within the period outlined in sentence 1.
3. Under a contract the advertiser is entitled to release additional advertisements in excess of the number covered in the contract, within the period agreed or within the period outlined in section 2.
4. Should an order not be filled for reasons beyond the publisher's control, the advertiser is obliged to refund to the publisher the difference between the discount granted and the respective discount for the number of advertisements actually published, irrespective of any other contractual obligations. Should the non-performance be due to force majeure on the part of the publisher, there is to be no such refund. In case of interruption of operation or external intervention (industrial disputes or seizures etc.), the publisher is entitled to payment in full of the advertisements published, if the advertising order has been filled with 80% of the guaranteed circulation being sold. Otherwise payment is to be made on the basis of cost-per-thousand per page according to the guaranteed circulation stated in the tariff.
5. In computing the total space, text millimeter lines will be converted into advertisement millimeter in respect of the price.
6. Orders for advertisements and furnished inserts which are to be published in specified issues or editions, or in a specified space, must be received by the publisher in good time, so as to allow the publisher before closing time to advise the client should it prove impossible to execute the order as stipulated. Classified advertisements will be placed in the respective section without requiring any special arrangement.
7. Unlike advertisements in advertisement pages, reader advertisements will be placed on the editorial pages. Such reader advertisements stand by themselves and face text on at least three sides without facing another advertisement. Advertisements which are not identifiable as such on account of their editorial drafting will be marked by the publisher with the word „Advertisement“.
8. The publisher reserves the right to refuse the acceptance of advertisement orders or of individual releases under a contract, as well as of orders for inserts on account of their content, origin, or technical form on the basis of uniform and justified principles, should their content violate any existing laws or regulations or should such publication be unacceptable to the publisher. This also applies to orders placed with branch offices, advertising agencies for representatives. Orders for furnished inserts will not become binding on the publisher until specimens of such inserts have been presented and approved. Inserts whose format or layout give the impression of being part of the newspaper or periodical, or which contain other advertisements, will not be accepted by the publisher. The client will be advised of such refusal of an order without delay. The advertiser bears the sole responsibility for both content and legality of the text and image material supplied to the publisher. The advertiser is obliged to exempt the publisher from any liability against a third party which may arise from the execution of an order, even after its cancellation. The publisher is under no obligation to verify orders or advertisements in respect of possible infringements of the rights of a third party.
9. The client is responsible for the supply in good time of the advertisement text, as well as correct copy or inserts. Should the material supplied be unsuitable or damaged, the publisher will immediately request replacement. The publisher warrants the usual quality of print in the newspaper or periodical specified, within the limits of quality of the material/manuscripts furnished.
10. Should the print of an advertisement be completely or partly illegible, incomplete or incorrect the advertiser/client is entitled to an allowance in price or to a reprint but only to the extent to which the purpose of the advertisement was affected. If the publisher lets the appointed time pass, or if the reprint is again unsatisfactory, the advertiser/client has the right to demand an allowance or cancellation of the order. The publisher is not liable for damages for reasons of negligence and tort at the time of concluding the contract, including telephone orders. Claims for damages arising from impossibility of performance or from delay are limited to compensation of the foreseeable damage or loss and to the price paya-

ble for the advertisement or insert. This does not apply to intent or gross negligence on the part of the publisher or his representative or his servants. Moreover it does not affect the publisher's liability in respect of breach of warranty. In commercial transactions the publisher is not liable for gross negligence on the part of his servants, and in all other cases the liability vis-a-vis commercial clients for gross negligence is limited in extent to the amount of consideration for the advertisement in question. Complaints must be raised within four weeks from date of bill or specimen copy – except in cases of obvious mistakes or defects.

11. Proof copies will only be supplied on special request. The client is responsible for the correctness of proof copies returned by him. The publisher will consider any corrections made by the client if and when they are made within the period as stated on the proof copy.
12. Should the size/space of the advertisement not be specified by the client, the publisher will charge for the actual size of the printed advertisement.
13. Unless the client effects payment in advance, the bill will be sent immediately, or within 14 days after publication of the advertisement. Payment is to be made within the period specified in the tariff from date of bill, unless different terms or advance payment have been agreed upon in individual cases. Discounts for premature payments will be allowed according to our price list.
14. In case of default or respite interest and charges will have to be borne by the client. In case of default the publisher has the right to postpone execution of the balance of order until payment has been made and to demand advance payment for the outstanding advertisements.  
In case of doubt concerning solvency of a client, the publisher is entitled to demand advance payment of the amount in question and/or settlement of any outstanding accounts, even during the term of a contract and irrespective of the terms of payment originally agreed and prior to publishing any further advertisements.
15. On request the publisher will submit a specimen copy together with the bill, i. e. a cutting, advertising page or complete issue depending on the nature and size of the advertisement order. Should a specimen copy not be available the publisher will issue a statement confirming that the advertisement has been properly printed and published.
16. The advertiser/client is to bear the costs for printing blocks, matrix and drawings ordered, as well as costs for major subsequent alterations made at the request of the client.
17. A lower circulation under a contract for several advertisements entitles the client to a claim for diminution provided that the average circulation during the contract year is actually below the circulation stated in the pricelist; if a circulation has not been stated it is to be understood as the average of net paid circulation, or delivered circulation in the case of trade journals. The shortage in circulation must be at least 20 per cent to justify a diminution in price. Claims for diminution under a contract will not be considered if the publisher has advised the client about the decline in circulation in good time so as to allow the client to withdraw from the contract before publication of the advertisement.
18. The publisher will employ due diligence in keeping and forwarding replies received in response to box number advertisements. Registered letters and letters for special delivery in response to box number advertisements will be forwarded by ordinary mail. Replies to box number advertisements will be kept for four weeks and will be destroyed if not called for within this period. Valuable material will be returned to sender, without any obligation on the part of the publisher. To safeguard the interest of clients the publisher reserves the right to open and inspect such replies to box number advertisements in order to prevent abuse of this service. The publisher is not obliged to forward offers or literature from merchants or intermediaries.
19. Clients' manuscripts or other material will only be returned on request. The publisher is not obliged to keep such material for more than three months.
20. Place of performance is Hamburg. Place of jurisdiction is Hamburg for all transactions with private and/or public companies or corporations, or state-owned funds. If the client has no place of venue in Germany, the agreed place of jurisdiction is to be Hamburg. If at the time of commencement of action, the client's residence or address is unknown or in case of transfer to another country, the agreed place of jurisdiction is to be Hamburg. Please note that in case of any doubt the German version of these General Terms of Business is valid.