1. Definitions
1.1 An ‘offer’ pursuant to these GTCs is the Marketer’s offer to publish one or more advertisements in online and print magazines for the purpose of dissemination.

1.2 ‘Advertising order’ pursuant to these GTCs is a customer’s offer to publish one or more advertising orders or other promotional materials (hereinafter referred to jointly as ‘advertisements’) on behalf of an advertiser or other party.

1.3 An ‘agreement’ is a contract concerning the publication of multiple advertisements, taking into account the discount to be granted to the Customer pursuant to the list price, whereby the respective advertisements are published as individual cases.

1.4 ‘Marketer’ refers to Media Impact GmbH & Co. KG for all magazines marketed by it, even if such magazines are published by third parties.

2. Conclusion of contract
2.1 Provided there is no express individual agreement to the contrary, a contract for the publication of an advertising order shall be concluded when the advertisement is printed (in the latter shall take the place of Media Impact GmbH & Co. KG).

2.2 Confirmation from the Marketer. If the Marketer provides a binding offer, the contract pursuant to the price list, whereby the respective advertisements are published at the size of a page in the digital issue in proportion to the size of a page in the print issue. In addition, the placement of the advertisement in the printed issue shall be equivalent to the placement in the digital issues.

2.3 If no special size requirements are indicated, the standard font size of the printed issue, based on the type of advertisement, shall be used as the basis for calculation.

2.4 Exclusion of competing advertisements is generally not permitted.

2.5 Orders for split-run advertisements (publication of an advertisement in anything less than the full print run of the publication) are subject to the Marketer’s right to curtail the advertisement publication at a later issue.

3. Customer’s obligations and Marketer’s right of refusal
3.1 The Customer is responsible for ensuring that the contents it provides, in particular its advertisements, are designed in such a way that they do not breach statutory provisions and in particular so that they comply with the provisions set down in the German Youth Protection Act, the German Press Act, the German Competition Act of the European Economic Community, the German Tobacco Act, the German Animal Welfare Act, the German Pharmaceutical Advertising Act, the German Data Protection Act, the German Foreign Trade Act, the German Commercial Code, the German Criminal Code and the German Media Services Act. In derogation from the first clause of 1, the Customer shall indemnify the Marketer for any and all costs incurred by the Marketer as a result of such breach, including the costs for legal advice, representation, legal fees and all other costs.

3.2 The Marketer has no obligation to review the advertisements before publication online or in print.

3.3 The Marketer reserves the right to refuse to publish advertisements or other promotional materials, in particular if:

- their content breaches laws or regulatory provisions,
- an objection to their content has been lodged by the German Advertising Standards Council in complaint proceedings, or
- their publication would harm the rights of third parties or the Marketer’s reputation or interests because of their content, origin or technical form, or other promotional materials (particularly supplements, inserts, free gifts and samples, etc.) cannot be attached to or inserted in the title for technical reasons.

3.4 Rejection of an advertisement or other promotional material shall be communicated to the Customer in writing. The Marketer reserves the right to reject advertisements whose design resembles the design of the magazine in which they appear in order to achieve a uniformity that corresponds to the requirements of the German advertising standards. Rejection of advertisements that do not appear to be advertisements because of their format must be clearly marked as such by the Marketer with the word ‘Advertisement’. The Customer is not entitled to challenge the rejection by public complaint or in complaint proceedings.

3.5 Promotional materials intended for advertising by or for third parties (tie-in advertising) require the prior written consent of the Marketer in all cases. The Customer must be named by the Marketer, the Customer reserves the right to charge a fee for the use of the Customer’s name in the advertisement.

3.6 If the Customer has been or is warned about the content of an advertisement or if the Customer endangered or binding obligations to refrain are found in such an advertisement, the Customer must inform the Marketer to this effect immediately, if the Customer fails to abide by this obligation, the Marketer shall be not liable for the consequences caused by the Customer’s actions.

4. Publication of advertisements
4.1 Upon request of the Customer, it is agreed that the copy that is submitted and the technical standard to be used for the advertisement shall be of a quality that is customary for advertisements in the title in which it is to appear in accordance with the binding technical information in the DUON portal pursuant to the price list and the order confirmation. The Marketer reserves the right to reject the promotional material if the Customer fails to abide by this obligation by public complaint or in complaint proceedings.

5. Transmission of documents for publication
5.1 The Customer is solely responsible for the timely delivery and proper quality of suitable copy or other promotional materials. Unless agreed otherwise with the Marketer, the copy is to be provided via the DUON portal (www.duon-portal.de). The Customer undertakes to provide correct digital copy, particularly in the format specified in the contract or in accordance with the technical requirements therein. For advertisements published in digital issues, the copy must meet the Marketer’s specifications for the production and transmission of online promotional materials.

5.2 The Customer must pay the costs incurred by the Marketer for changes to copy requested or caused by the Customer. It is agreed that the copy shall be of a quality that is customary for advertisements or other promotional material in the title in which it is to appear in accordance with the binding technical information in the DUON portal pursuant to the price list and the order confirmation. The Marketer reserves the right to comply with the Marketer’s requirements regarding the production and transmission of copy as well as changes to the order in theDUON portal. Undelivered printing costs caused by deviation from the foregoing agreement does not justify claims for price reduction. The same shall apply to errors in repeated publication of the Customer does not point out the error before the next advertisement is printed.

5.3 The Customer must ensure that digital files that contain advertising copy are free from computer viruses. The Customer shall not be obligated to use commercially available anti-virus programs that meet the technical standards specified by the Marketer. The Customer shall use files free from computer viruses before they are sent. In particular, the Customer is obligated to use commercially available anti-virus programs that meet the technical standards specified by the Marketer.

5.4 The Customer must ensure that digital files that contain advertising copy are free from computer viruses. The Customer shall not be obligated to use commercially available anti-virus programs that meet the technical standards specified by the Marketer.

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5. Inevitable cost

5.6. Irrespective of the submission of digital copy, a written order in which contains information about the content of the advertisement must be issued. Delivery of the copy form must be confirmed in writing. If a written order is not submitted, the Marketer reserves the right to demand a separate invoice for this.

5.7. Copy shall only be returned at the Customer's express request. The obligation to retain the copy shall end one month after the initial publication of the advertisement or other promotional materials.

6. Defaults

6.1. If the published advertisement does not meet the contractually agreed level of quality or service, the Customer shall be entitled to demand a proportionate payment or to a replacement advertisement free of defects, but only to the extent that the purpose of the advertisement has been affected. The Marketer has the right to refuse to offer a replacement advertisement or reimbursement on the condition that

(a) doing so would require a level of effort that is grossly disproportionate to the Customer's performance interest in view of the content of the contractual obligations and the principles of good faith, or

(b) the Marketer would only be able to do so at a disproportionately high expense.

If the Marketer follows the legally stipulated deadline for publication of a replacement advertisement or other promotional materials to lapse or if the replacement advertisement/replication once again contains errors, the Customer shall be entitled to a discount or to cancel the order. If the defaults in the advertisement or other promotional materials are minor, the Customer shall not have the right to cancel the order.

6.2. The Customer shall review the advertisement immediately after publication. If the Customer fails to do so, the Customer shall be responsible for any losses incurred or damage that may have been caused by the Customer's acceptance of the advertisement.

6.3. The Customer shall be liable for all damages, irrespective of whether they arise from breach of contractual obligation or from tort liability, pursuant to the following provisions:

(a) in the case of gross negligence, liability to commercial entities shall be limited to compensation for foreseeable damage and loss; this limitation shall not apply if the damage and loss is caused by the Marketer's legal representatives or senior staff;

(b) in the case of simple negligence, the Marketer shall only be liable if a material contractual obligation has been breached, a warranty has been provided or there has been false representation on the part of the Marketer and the Customer. Liability for damage and loss that is not customary and foreseeable, there shall be no liability for indirect damage and loss, consequential damage and loss, or lost profits.

6.4. All claims asserted against the Marketer as a result of a breach of contractual obligation shall lapse within one year from the day on which the claimant becomes aware or ought to have become aware of the damage and loss incurred. Provided such claims do not arise from intentional or grossly negligent fault or fraud, limitation shall only cease if the Customer is entitled to withdraw from the contract or terminate the contract and the Customer is entitled to exercise the right of withdrawal after the contractually stipulated period of limitation has expired. Provided such claims do not arise from intentional or grossly negligent fault or fraud, limitation shall only cease if the Customer is entitled to withdraw from the contract or terminate the contract and the Customer is entitled to exercise the right of withdrawal after the contractually stipulated period of limitation has expired.

7. Proofs

7.1. The Customer may only request proofs if the Customer's claims are supported by legally established claims or if the Customer is a commercial entity and the Customer's claims are supported by legally established claims.

8. Payments

8.1. The invoice must be paid by the deadline specified in the invoice, provided there are no written and contrary in individual cases. Any discounts granted for early payment shall be based on the price list. The Marketer reserves the right in justified cases (such as a new business relationship) to demand advance payment before the closing date. If it has been agreed that the direct debit method shall be used, invoices of at least €5,000 shall be paid in advance. Invoices of at least €5,000 shall be paid in advance. Proof shall only be provided at the Customer's express request. The Marketer shall

7.2. In such cases, the period of limitation shall be

(a) three years for claims arising from breach of contractual obligation or from tort liability, pursuant to the following provisions:

(b) in the case of gross negligence, liability to commercial entities shall be limited to compensation for foreseeable damage and loss; this limitation shall not apply if the damage and loss is caused by the Marketer's legal representatives or senior staff;

(c) in the case of simple negligence, the Marketer shall only be liable if a material contractual obligation has been breached, a warranty has been provided or there has been false representation on the part of the Marketer and the Customer. Liability for damage and loss that is not customary and foreseeable, there shall be no liability for indirect damage and loss, consequential damage and loss, or lost profits.

8.2. All claims asserted against the Marketer as a result of a breach of contractual obligation shall lapse within one year from the day on which the claimant becomes aware or ought to have become aware of the damage and loss incurred. Provided such claims do not arise from intentional or grossly negligent fault or fraud, limitation shall only cease if the Customer is entitled to withdraw from the contract or terminate the contract and the Customer is entitled to exercise the right of withdrawal after the contractually stipulated period of limitation has expired. Provided such claims do not arise from intentional or grossly negligent fault or fraud, limitation shall only cease if the Customer is entitled to withdraw from the contract or terminate the contract and the Customer is entitled to exercise the right of withdrawal after the contractually stipulated period of limitation has expired.

9. Specimen copy

9.1. Upon request, the Marketer shall provide a specimen copy for advertisements and other promotional materials; the Marketer reserves the right to demand separate effort-based remuneration for this. If the Marketer is no longer able to provide a specimen copy, it may instead provide legally binding certification that the advertisement has been published and disseminated. Specimen copies cannot be published without the Customer's consent.

10. Decrease in circulation

10.1. Pursuant to clause 2, a decrease in circulation shall only justify a price reduction for agreements if the total average circulation of the publication year commencing with the first advertisement falls below the guaranteed circulation level. If there is justified cause to doubt the Customer's ability to pay, the Marketer shall be entitled to make the publication of further advertisements contingent on payment of the amount due as well as payment of any outstanding amounts, and it may do so during the term of the contract and irrespective of any payment terms that were originally agreed.

10.2. Notwithstanding para. 10.1, a decrease in circulation for titles that publish classified circulation data only shall only justify a price reduction if and to the extent that

(a) the decrease in guaranteed paid circulation of up to 50,000 copies is at least 10%, the decrease in guaranteed paid circulation of 50,000 copies to 100,000 copies is at least 15%, the decrease in guaranteed paid circulation of 100,000 copies to 500,000 copies is at least 20%, and the decrease in guaranteed paid circulation of more than 500,000 copies is at least 25%, at least 10%. A decrease in circulation for the reasons specified in para. 16 shall not entitle the Customer to a price reduction. The guaranteed paid circulation is the average circulation specified in the price list or elsewhere or, if a circulation is not specified, the average paid circulation for the previous calendar year (for trade journals, the average number of copies that are actually distributed, where appropriate). In addition, claims to price reductions shall be excluded in cases where the Marketer shall declare in the advertisement or from breach of the contract that the decrease in guaranteed paid circulation affects the Customer's performance interest in view of the content of the contractual obligations and the principles of good faith, or

10.3. The circulation on which the guarantee is based is the total paid circulation as determined by the German Audit Bureau of Circulation (IVW). For the year in which the advertisement is published, it is based on the average circulation for the previous four quarters, provided the Marketer does not offer an absolute circulation figure as a guarantee. The prerequisite for claims to price reductions is an agreement that is available for a discount based on the quantity scale pursuant to the prices for a term of at least six months. The basis for the calculation of the price reduction is the order with each company, provided there was no agreement when the order was issued to invoice by brand. Decreases in circulation are calculated as the difference between the average circulation specified in the price list and the average circulation according to the IVW statement for the quarters in the year of publication. Claims for refund must be asserted within six months of the year of publication ending. The refund shall be made on the net amount due from the Customer. Claims to price reductions may not be asserted in connection with claims that have already been granted as a credit in kind, or if this is no longer possible, as a monetary refund. The Customer shall only be entitled to a refund if the refund amount is at least €1,000.

11. Box number advertisements

11.1. With respect to box number advertisements, the Marketer exercises the due diligence of a prudent businessman when storing and forwarding incoming post. Registered letters and express mail is sent by registered mail, in which all advertisements are forwarded exclusively through regular mail. Other items received in response to box number advertisements are not stored but returned to the Customer. Letters that do not meet the requirements before the end of this period shall be destroyed. An individual agreement may be reached to grant the Marketer the right to open incoming post on behalf of and in the stated interest of the Customer. Letters that exceed the permitted DIN A4 format (weight of 50 g) as well as any goods, books, catalogues and parcels that are received are excluded from forwarding and shall not be accepted.

12. Price lists

12.1. Prices are always exclusive of the applicable statutory value added tax; this applies in particular to prices specified in advertising orders and price lists.

12.2. If the price list for a title refers to text millimetre lines, when calculating the quantity purchased text millimetre lines shall be converted into advertising millimetres in line with the price.

12.3. The Marketer shall be entitled to change prices at any time with effect for the future. Price changes for advertising contracts shall be effective if they are announced by the Marketer at least one month before the advertisement is to be published; in this case, the Customer shall be entitled to a right of withdrawal. The right of withdrawal must be exercised in writing within 14 days of receipt of the notice of change regarding the price increase. The right of withdrawal shall not apply to orders processed as part of a long-term obligation. In this case, changes to the price list are effective immediately unless agreed otherwise.

12.4. Next-to-'mutter' advertisements pursuant to the price lists are advertisements which border on text on at least three sides and are not placed next to other advertisements.

13. Affiliated companies

13.1. The Marketer assigns the Marketer's non-exclusive copyright, ancillary copyright, trademark right and any other rights to the copy that may be necessary for publication.
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10. Data protection

The Customer undertakes to comply with the applicable statutory provisions on data protection, particularly the provisions set down in the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The Customer shall oblige its employees as well as its agents and their employees to comply with these provisions as well.

11. Confidentiality and the press

11.1 Provided there is no written agreement to the contrary, the Contractual Parties shall treat as strictly confidential the details of the contractual relationship, particularly its prices and terms and conditions, as well as any business secrets of which they become aware from the other Contractual Party, either directly or indirectly, as a result of the implementation of the contract. The foregoing provision shall not apply if there is a court or official order to disclose such details or if disclosure is necessary for legal enforcement of one Contractual Party’s rights against the other. The Marketer shall also be entitled to disclose the content of the advertising order to engaged third parties pursuant to par. 16 and affiliated companies pursuant to Section 15 et seq. of the German Stock Corporation Act. This obligation shall be valid for the entire term of the contract and for an unlimited period after it has been terminated.

11.2 The Marketer shall be allowed to make known the gross advertising revenue from the Customer and advertisers at the product level to Nielsen Media Research or similar institutions for publication.

11.3 Press statements and other public declarations to third parties about the business relationship between the Marketer and the Customer or regarding the details of any agreements that have been made require the prior approval of the Marketer. This also applies to the publication of logos supplied by the Marketer.

12. Final provisions

12.1. Any additional business terms and conditions contained in the price list shall apply in addition to these General Terms and Conditions. If the written form is required under these General Terms and Conditions, this requirement shall be deemed to have been met if the text is provided electronically.

12.3 The Customer shall be notified of amendments to these GTCs in writing and at www.media-impact.de/ under “Media Facts/Generic Terms and Conditions”. They shall be regarded as accepted by the Customer if it does not object to them in writing within one month of notification.

12.4 The Customer’s general contractual or business terms and conditions are hereby expressly excluded. This shall also apply even if the Marketer has not expressly objected to the Customer’s terms and conditions or the Marketer provides services without objecting to the Customer’s terms and conditions, i.e. it publishes advertising online and in print without objection.

12.5 The place of performance is the Marketer’s head office. In business dealings with merchant, legal entities under public law or public funds under public law, the place of jurisdiction for lawsuits shall be the Marketer’s head office.

12.6 Should individual provisions of the contract, including this one, be or become invalid either in whole or in part, or if the contract contains any loopholes, this shall not affect the validity of the rest of the provisions or parts thereof. The Contractual Parties hereby agree to replace such an invalid provision with a valid one that reflects the economic purpose of the invalid provision as closely as possible.

13. Disruptions to the contractual relationship caused by force majeure

In the event of a business disruption or cases of force majeure, labour disputes, confiscation, traffic congestion, general shortages of raw materials or energy, etc., the Customer shall be notified of amendments to these GTCs in writing and at www.media-impact.de/ under “Media Facts/Generic Terms and Conditions”. They shall be regarded as accepted by the Customer if it does not object to them in writing within one month of notification.

14. Term

14.1 The contract shall end on expiry of the agreed contract term.

14.2 The right to extraordinary termination of the contract for due cause after giving prior warning remains unaffected by this. The termination must be carried out in writing. In particular, a right to immediate termination for due cause shall exist if, despite written warning, one of the Parties repeatedly breaches material contractual obligations, fails to remedy ongoing contractual breaches within a reasonable period of time or fails to remedy the consequences of such breach, or if a warning and/or an injunction has been issued to or against one and/or both Parties and/or a magazine published by the Marketer as a result of a contractual service, or the Customer has reasonable grounds to believe that the Customer and/or the content it provides breaches applicable statutory provisions, particularly the German Criminal Code or applicable advertising regulations; reasonable grounds shall be said to exist if the Marketer has evidence of a breach of statutory provisions, particularly as a result of the initiation of a preliminary investigation against the Marketer, the Customer and/or the magazines distributed by the Marketer or following a request for an official comment by the competent authorities. Grounds for immediate termination shall also exist if insolvency proceedings are initiated against a Contractual Party in order to seize its assets or if such proceedings are not initiated for a lack of assets or if a request to initiate insolvency proceedings has been submitted and the relevant Contractual Party does not demonstrate that the request is clearly unfounded, despite being given a reasonable amount of time to do so. Grounds for immediate termination shall also exist if enforcement measures are initiated against one of the Contractual Parties and such measures are not cancelled within one month.

15. Right to reproduce

The Customer requires the prior written consent of the Marketer in order to transfer some or all of its rights and obligations arising from the advertising order. The Marketer shall be authorised to use the services of third parties in order to fulfil its obligations arising from the advertising order.

16. Involvement of third parties

The Customer undertakes to comply with the applicable statutory provisions on data protection, particularly the provisions set down in the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The Customer shall oblige its employees as well as its agents and their employees to comply with these provisions as well.

17. Data protection

The Customer undertakes to comply with the applicable statutory provisions on data protection, particularly the provisions set down in the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The Customer shall oblige its employees as well as its agents and their employees to comply with these provisions as well.

18. Confidentiality and the press

18.1 Provided there is no written agreement to the contrary, the Contractual Parties shall treat as strictly confidential the details of the contractual relationship, particularly its prices and terms and conditions, as well as any business secrets of which they become aware from the other Contractual Party, either directly or indirectly, as a result of the implementation of the contract. The foregoing provision shall not apply if there is a court or official order to disclose such details or if disclosure is necessary for legal enforcement of one Contractual Party’s rights against the other. The Marketer shall also be entitled to disclose the content of the advertising order to engaged third parties pursuant to par. 16 and affiliated companies pursuant to Section 15 et seq. of the German Stock Corporation Act. This obligation shall be valid for the entire term of the contract and for an unlimited period after it has been terminated.

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19. Disruptions to the contractual relationship caused by force majeure

In the event of business disruption or cases of force majeure, labour disputes, confiscation, traffic congestion, general shortages of raw materials or energy, etc., both on the Marketer’s premises and on the premises of third parties used by the Marketer to fulfil its obligations – the Marketer shall be entitled to full payment for the published advertisements if the title has been delivered by the Marketer at a rate of 80% of the average circulation sold or otherwise guaranteed over the previous four quarters. In the event of lower rates of delivery, the invoice amount shall be reduced in the same proportion as the guaranteed circulation bears to the circulation that was actually delivered. The Marketer reserves the right to postpone publication deadlines if current events make doing so necessary. Such postponement does not give the Customer the right to make claims against the Marketer.