

General Terms and Conditions for Magazines

The following General Terms and Conditions (hereinafter referred to as the 'GTCs') govern the relationship between the Marketer and the Customer with respect to issuing and processing advertising orders for magazines distributed by the Marketer, including mobile and tablet PC applications ('apps') and e-papers based on these magazines that can be read offline (hereinafter jointly referred to as the 'magazines'), provided there is no other written agreement to the contrary. These GTCs shall apply analogously to orders of bound inserts, glued-in inserts or special technical designs. The Customer may access, print, download or save these GTCs at any time at www.mediapilot.de/en/ under 'Media Facts/General Terms and Conditions'.

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. Where not expressly designated as a binding offer, the Marketer's offers remain subject to change without notice,

i.e. they are non-binding, and shall be subject to availability of the services offered.

1.2 'Advertising order' pursuant to these GTCs is a customer's offer to publish one or more advertisements or other promotional materials (hereinafter referred to jointly as 'advertisements') on behalf of an advertiser or other party purchasing advertising space (hereinafter referred to jointly as 'advertisers') in a magazine for the purpose of dissemination. The Customer may be an agency or an advertiser.

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 price list, whereby the respective advertisements are published at the Customer's request. If an agreement includes the right to request publication of individual advertisements, the publication of the last advertisement must occur within one year of publication of the first advertisement (hereinafter referred to as the 'publication year'), provided there is no express agreement to the contrary in 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. For advertising orders in magazines marketed by Axel Springer Auto Verlag GmbH, the latter shall take the place of Media Impact GmbH & Co. KG.

2. Conclusion of contract

2.1 Provided there is no express individual agreement to the contrary, a contract for an advertising order shall be concluded when the advertisement is printed (in the case of multiple advertisements, this refers to the first advertisement) or on written confirmation from the Marketer. If the Marketer provides a binding offer, the contract shall be concluded when the Customer accepts the offer.

2.2 If agencies issue advertising orders, the contract shall be concluded with the agency, subject to any other written agreements. The agency shall, on request and before conclusion of the contract, be obligated to provide the Marketer with proof of its commercial licence by submitting an extract from the Commercial Register as well as proof of mandate.

2.3 Advertising orders from advertising and media agencies shall only be accepted for advertisers that are explicitly specified by name. An advertisement for the products or services of a party other than the advertiser specified in the order requires the Marketer's prior written consent in all cases.

2.4 If the Marketer has third-party market orders or agreements, the third party shall act as the Marketer's representative and on its behalf.

2.5 If agency commissions are not excluded, an agency fee of 15% of the net invoice amount shall be paid on all orders issued through an advertising agency recognised by the Marketer, i.e. on the invoice amount excluding value added tax and after deduction of any discounts. The fee excludes set-up fees, technical costs and remuneration for creative services.

2.6 Any amendments of and additions to contracts and deviations from these GTCs must be made in writing. For contract amendments and additions, this also applies to cancellation of this written form clause.

2.7 In the case of orders submitted by agencies, the Marketer reserves the right to forward the order confirmation to the agency's customer.

3. Publication of advertisements

3.1 If advertisements are only to be published on certain dates or in certain parts of the magazine, this requires express agreement with the Marketer. The orders for these advertisements must be submitted to the Marketer early enough that the Customer can be informed before the closing date if the order cannot be carried out as requested. Classified advertisements are printed in the relevant category without the need for a specific agreement.

3.2 For the publication of advertisements in digital issues of magazines, the Marketer shall be entitled to adapt the copy submitted for publication in print issues as needed.

The appearance of an advertisement in a digital issue may differ from its appearance in a print issue. To prevent this discrepancy, the Customer may request that the Marketer use certain specifications for the publication of an advertisement that has already been adapted for the digital issue. For the publication of advertisements in digital issues of magazines, the advertisement is scaled to 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.

3.3 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.

3.4 Exclusion of competing advertisements is generally not permitted.

3.5 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 postpone publication until a later issue.

4. Customer's obligations and Marketer's right of refusal

4.1 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, the German Trademark Act, the German Copyright Act, the German Pharmaceutical Advertising Act, the German Data Protection Act, the German Criminal Code and the German Media Services Act. In the event of a culpable breach of clause 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 defence, in full and on its first request to do so. The Marketer has no obligation to review the advertisements before publication online or in print.

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

- their content breaches laws or regulatory provisions, or
- 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 interests because of their content, design, 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.

Rejection of an advertisement or other promotional material shall be communicated to the Customer immediately. The Marketer has the right to reject advertisements whose design resembles the design of the magazine in which they are to appear in order to preserve its journalistic integrity. Advertisements that are designed to look like magazine articles must feature a font other than the magazine's standard font and be marked with the word 'Advertisement'. 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'.

4.3 Promotional materials that contain advertising by or for third parties (tie-in advertising) require the prior written consent of the Marketer in all cases. The advertisers must be specified by name. The Marketer reserves the right to charge a tie-in premium or to offer a different discount.

4.4 If the Customer has been or is warned about the content of an advertisement or if it has entered into or enters into a legally binding obligation to refrain from using certain content, the Customer must inform the Marketer to this effect immediately. If the Customer fails to abide by this obligation, the Marketer shall not be liable for the damage caused by the Customer as a result of the repeated publication of the advertising (content) that is subject to complaint.

4.5 The Customer warrants that the products, materials, compounds, goods and packaging provided to the Marketer by it or on its behalf as free gifts and samples in press products meet all applicable mandatory requirements in the Federal Republic of Germany (incl. chemicals legislation [e.g. REACH, CLP], food safety legislation, product safety legislation, etc.), particularly that they have the necessary accompanying documentation (e.g. certificate of conformity, operating instructions) and that they are labelled. Furthermore, the Customer also warrants that it has carefully reviewed the free gifts or samples that are to be combined with the press product to ensure that they are suitable to be shipped and distributed with this press product. If there is any doubt about their legal conformity or suitability for shipping and distribution, the Marketer reserves the right to reject the promotional materials, without the obligation to carry out a review. The Customer shall indemnify the Marketer for all unintended losses and expenses incurred because the delivered products, materials, compounds, goods and packaging did not meet all of the applicable mandatory requirements, unless the Customer cannot be held liable for culpable behaviour. In particular, this includes the costs of recall – even if the recall is voluntary – if the recall is reasonably required for health and safety reasons. Additional claims arising from mandatory statutory liability, and in particular the German Product Liability Act, remain unaffected by this.

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 specified therein for advertisements in a timely manner before the publication date. For advertisements published in digital issues, the copy must meet the Marketer's specifications for the production and transmission of online promotional materials. 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. This requires the Customer to comply with the Marketer's requirements regarding the production and transmission of copy via the DUON portal. Undesired printing results caused by deviation from the foregoing agreement does not justify claims for price reduction. The same shall apply to errors in repeated advertisements if the Customer does not point out the error before the next advertisement is printed.

5.2 The Customer must pay the costs incurred by the Marketer for changes to copy requested or caused by the Customer. In the event of difficult typesetting work that requires greater effort than usual, the Marketer reserves the right to invoice any such additional work accordingly. It is agreed that 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 information in the price list and in the order confirmation based on the copy that is submitted and the technology used by the printer.

5.3 The Customer must ensure that digital files that contain advertising copy are free from computer viruses before they are sent. In particular, the Customer is obligated to use commercially available anti-virus programs that meet the latest technical standards at all times. If the Marketer discovers a harmful element as described above in a file sent to it, the Marketer shall refrain from using this file and, if necessary to prevent or limit damage (particularly to prevent the harmful element from entering the Marketer's IT equipment), delete it; the Customer shall not be entitled to assert a claim for damages in this case. The Marketer reserves the right to assert claims for damages against the Customer if a harmful element infiltrates its systems because of actions by the Customer that result in the Marketer incurring damage or loss.

5.4 If an order is not carried out or it is carried out incorrectly because the Customer breaches its duties of cooperation, particularly if it does not submit production copy on time or if the copy is incomplete and/or defective or if it has been labelled incorrectly or deleted as defined in para. 5.3, the Marketer shall still be entitled to the agreed remuneration.

5.5 Copy for colour advertisements that is transmitted digitally can only be processed reliably if there is a hard-copy colour proof. Colour deviations are



General Terms and Conditions for Magazines

inevitable if there is no colour proof; such deviations shall not constitute grounds for claims to price reduction.

5.6 Irrespective of the submission of digital copy, a written order that contains information about the content of the advertisement must be issued. Delivery of the copy alone does not constitute an issued order.

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. Defects

6.1 If the published advertisement does not meet the contractually agreed level of quality or service, the Customer shall be entitled to make a reduced 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 republication if

(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 allows the legally stipulated deadline for publication of a replacement advertisement or other promotional materials to lapse or if the replacement advertisement/republication once again contains errors, the Customer shall be entitled to a discount or to cancel the order. If the defects 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 is a merchant, the claims for defects must be asserted with the Marketer immediately after publication, unless said defects are not obvious, in which case the deadline shall be six months. If the Customer is a consumer, claims for obvious defects must be asserted within two weeks; claims for defects that are not obvious must be asserted within one year of the statutory period of limitation commencing.

6.3 The Marketer 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 customary and 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 fraudulent misrepresentation. Liability in such cases is limited to customary and foreseeable damage and loss. In the case of 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 commencement of the statutory period of limitation, provided such claims do not arise from intentional or grossly negligent conduct or involve injury to life, limb or health; in such cases, the period of limitation shall be based on the statutory provisions.

6.5 For claims asserted based on the German Product Liability Act and in the event of injury to life, limb or health, the Marketer shall have unlimited liability in accordance with the statutory provisions.

7. Proofs

Proofs shall only be provided at the Customer's express request. The Marketer shall correct all errors of which it is advised before the closing date or by the deadline set when the proofs are sent to the Customer. Proofs for digital issues shall be sent in PDF format.

8. Payments

8.1 The invoice must be paid by the deadline specified in the invoice, provided there is no written agreement to the 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 to pay invoices, the Marketer shall be obligated to inform the Customer of the amount and date of the debit in advance. This pre-notification must be given at least one business day prior to the account debit. Invoices are generally sent electronically. On request, the Marketer shall send a printed invoice by post; the Marketer reserves the right to demand a separate invoice for this.

8.2 The Customer may only offset the Marketer's claims with uncontested or legally established claims. If the Customer is a commercial entity, it shall only be entitled to exercise the right of retention if the counter-claim is uncontested or legally established and it is based on the same contractual relationship.

8.3 In the event of late payment, reasonable late payment fees shall be charged in addition to the statutory default interest. The Marketer may also suspend the further execution of an ongoing advertising order or agreement until payment is received and may demand advance payment for the remaining advertisements.

8.4 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 advance 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.

9. Specimen copy

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 provided for classified advertisements.

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.

A decrease in circulation shall only be construed as a defect justifying a price reduction if and to the extent that the decrease in guaranteed paid circulation of up to 50,000 copies is at least 20%, the decrease in guaranteed paid circulation of up to 100,000 copies is at least 15%, the decrease in guaranteed paid circulation of up to 500,000 copies is at least 10%, the decrease in guaranteed paid circulation of more than 500,000 copies is at least 5%.

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 gives the Customer due notice of a decrease in circulation, allowing the Customer to rescind the order or agreement before publication of the advertisement.

10.2 Notwithstanding para. 10.1, a decrease in circulation for titles that publish issue-based circulation data shall only justify a price reduction if and to the extent that it exceeds 10% for a (guaranteed paid) circulation of up to 500,000 copies and 5% for a (guaranteed paid) circulation of more than 500,000 copies. A decrease in circulation for the reasons specified in para. 16 shall not be taken into account.

10.3 The circulation on which the guarantee is based is the total paid circulation as defined 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 in the relevant price list. The prerequisite for claims to price reductions is an agreement that is eligible for a discount based on the quantity scale pursuant to the price list for at least three issues. 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 number of copies above and below the specified 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, taking into account any agency remuneration that has 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 EUR 2,500.

11. Box number advertisements

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 letters in response to box number advertisements are forwarded exclusively by regular mail. Other items received in response to box number advertisements shall be kept for four weeks. Letters that are not collected 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-matter' 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

If a joint discount applies to affiliated companies, written proof of the advertiser's group status is required. Affiliated companies pursuant to this provision are companies between which there is an equity interest of at least 50%. For joint stock companies, proof of group status must be provided by submitting confirmation from an auditor or by submitting the last annual report; for partnerships, such proof may be provided by submitting an extract from the Commercial Register on the Marketer's request. The group discount must be asserted when the contract is concluded at the latest. Subsequent assertion of discounts shall not be recognised retrospectively. Group discounts offered outside of the price list require express written confirmation from the Marketer in all cases. Group discounts are only granted for as long as the entity is part of the group. The end of the group affiliation must be reported to the Marketer immediately; when the group affiliation ends, the group discount shall end as well.

14. Transfer and warranty of rights

14.1 The Customer is responsible for ensuring that the copy it provides does not breach the rights of third parties. It declares that it is the owner of all rights of use and exploitation required for publication online and in print of the copy it provides and that it is entitled to dispose of these rights. If the Marketer creates the advertisement, the Customer also declares that it owns all of the rights necessary for the creation of the advertisement. In this respect, it shall indemnify the Marketer against all claims by third parties on first request. This includes expenses for legal defence. The Customer shall be obligated to support the Marketer in its legal defence against third parties by providing it with information and documents.

14.2 The Customer assigns the Marketer a non-exclusive copyright, ancillary copyright, trademark right and any other rights to the copy that may be necessary



General Terms and Conditions for Magazines

to produce and publish the advertisement in print, online and in all types of electronic media, including the internet, particularly the right to reproduce, distribute, transmit and broadcast the copy, to make the copy available to the public, to retrieve the copy from a database and to access whatever copy may be necessary and for as long as may be necessary to carry out the order. The Marketer also receives the right to self-promotion of the Marketer and the respective items for an unlimited period of time. In all cases, the above-mentioned rights are transferred without spatial limitation and may be transferred to third parties.

14.3 Any concepts and elements that the Marketer's offers are based on are protected by copyright and competition law and must be treated confidentially by the Customer. In particular, these concepts may not be shared in their original or modified form with third parties or used by the Customer outside the scope of the contract for its own purposes.

14.4 If a graphic or otherwise the name, logo, company symbol, mark, work title or other business designation is used in connection with the advertisement, the Customer shall grant the Marketer a non-exclusive right to use the graphic or corresponding mark or symbol in the respective advertisement for the duration of the contract.

14.5 Advertising motifs (promotions) designed for the Customer by the Marketer may only be used for advertisements in the titles/issues booked with the Marketer. No other rights are granted.

15. Term

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

15.2 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 Marketer has reasonable grounds to believe that the Customer and/or the content it provides breach 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.

16. 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.

17. Involvement of third parties

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.

18. Data protection

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

19. Confidentiality and the press

19.1 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 para. 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.

19.2 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.

19.3 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.

20. Final provisions

20.1 Any additional business terms and conditions contained in the price list shall apply in addition to these General Terms and Conditions.

20.2 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.

20.3 The Customer shall be notified of amendments to these GTCs in writing and at www.media-impact.de/en/ under 'Media Facts/General 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.

20.4 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 and/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.

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

For non-merchants, the jurisdiction shall be determined by the statutory provisions. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

20.6 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 agree to replace such an invalid provision with a valid one that reflects the economic purpose of the invalid provision as closely as possible.

