General Terms and Conditions for Newspapers

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 newspapers distributed by the Marketer (hereinafter referred to as the ‘newspaper’), on paper and/or online (hereinafter referred to as the ‘digital edition’) and on e-paper (hereinafter referred to as the ‘e-paper’). These GTCs are based on these newspapers that can be read offline (hereinafter referred to as the ‘newspaper’). The Customer may access, print, download or save these GTCs at any time at [mediapilot.de/en] under ‘Media Facts/General Terms and Conditions’.

1. Definitions

1.1 An ‘advertising order’ pursuant to these GTCs is the Customer’s offer to publish one or more advertisements in online and print newspapers 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 An ‘advertising order’ pursuant to these GTCs is a customer’s offer to publish one or more advertisements or other promotional materials (hereinafter referred to as ‘classified advertisements’) on an online or print newspaper or other party purchasing advertising space (hereinafter referred to jointly as ‘advertisers’) in a newspaper for the purpose of dissemination. The Customer may be an agency or an advertiser.

1.3 An ‘advertising order’ pursuant to these GTCs, 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 after the conclusion of the contract. If an advertisement is not placed at the publication date (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 newspapers marketed by it, even if such newspapers are published by third parties. With respect to this fact, the BLZ Trademarks NEDENBURG by B.Z. Ullstein 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 advertising orders issued pursuant to these GTCs is 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 an agency issues advertising orders, the contract shall be concluded with the agency subject to any other written agreements. The agency shall, upon request and before conclusion of the contract, be obligated to provide the Marketer with proof of its 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 named 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 by an advertising agency recognized in accordance with the Market Agreement on the invoicing of advertising (Media Impact GbR), excluding added value tax and after deduction of any discounts. The fee excludes set-up fees, technical costs and any replacement advertising.

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 existing written contracts.

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 An ‘advertising order’ pursuant to these GTCs is the Customer’s offer to publish one or more advertisements in online and print newspapers 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.

3.2 For the publication of advertisements in digital issues of newspapers, the Marketer reserves the right to check the concept 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 must, at the Marketer’s request, submit the Marketer with the word ‘Advertisement’. Advertisements that do not appear to be advertisements because of their format (e.g. due to the size or font of the type or due to the design) are generally not permitted. The Marketer distributes supplements with the due diligence required in business.

3.3 If 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 If agency commissions are not excluded, an agency fee of 15% of the net invoice amount from the appearance in a print issue. To prevent this discrepancy, the Customer must, at the Marketer’s request, submit the Marketer with the word ‘Advertisement’. Advertisements that do not appear to be advertisements because of their format (e.g. due to the size or font of the type or due to the design) are generally not permitted. The Marketer distributes supplements with the due diligence required in business.

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

4.1 The Customer is responsible for ensuring that the contents it provides, particularly 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 Advertising Act, the German Criminal Code and the German Media Services Act. In the event of a palpable 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 defense. If the Marketer discovers a harmful element as described above in a file sent to it, the Customer shall refrain from using this file and, if necessary to prevent or limit damage in particular, 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 refuse to publish advertisements or other promotional materials, particularly 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 (including its copyrights, data protection rights, origin, technical form, or other promotional materials (particularly supplements, inserts, etc.) cannot be attached to or inserted into these GTCs 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 the publication of advertisements in all cases in which the Customer has not provided the Marketer with any consent or if advertisements or other promotional materials (particularly supplements, inserts, etc.) are not in accordance with the price list and order. The Marketer reserves the right to refuse to publish advertisements or other promotional materials, particularly 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 (including its copyrights, data protection rights, origin, technical form, or other promotional materials (particularly supplements, inserts, etc.) cannot be attached to or inserted into these GTCs for technical reasons.

5. Transmission of documents for publication

5.1 The Customer is responsible for providing the Marketer with copies of advertisements in the proper form, particularly with respect to the Marketer’s format or technical specifications for publication. These specifications for the creation and transmission of online advertising must be provided. If defects in the Customer’s print materials are not immediately recognisable, the Customer shall have the Marketer check these print materials within 14 days. Undesired printing results caused by the Customer deviating from the Marketer’s recommendations do 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. The Marketer is not obligated to review the print materials for completeness and accuracy.

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 standards, so that the Marketer can use these programs. The Marketer reserves the right to refuse to publish advertisements or other promotional materials, particularly if:

- the copy colour proof. Colour deviations are not permissible, such that they can be visually detected. The Customer shall be liable for the costs incurred by the Marketer for the correction of such errors.

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 the necessary information 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 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 not permissible, such that they can be visually detected. The Customer shall be liable for the costs incurred by the Marketer for the correction of such errors.

5.6 If the Marketer discovers a harmful element as described above in a file sent to it, the Customer shall refrain from using this file and, if necessary to prevent or limit damage in particular, 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 refuse to publish advertisements or other promotional materials, particularly 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 (including its copyrights, data protection rights, origin, technical form, or other promotional materials (particularly supplements, inserts, etc.) cannot be attached to or inserted into these GTCs for technical reasons.

5.7 Copy alone does not constitute an issued order.

5.8 The Marketer reserves the right to refuse to publish the copy alone does not constitute an issued order.

5.9 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 standards, so that the Marketer can use these programs. The Marketer reserves the right to refuse to publish advertisements or other promotional materials, particularly if:

- the copy colour proof.Colour deviations are not permissible, such that they can be visually detected. The Customer shall be liable for the costs incurred by the Marketer for the correction of such errors.

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 at the Customer’s expense. The Customer’s claims for damages due to the purpose of the advertisement has been affected. The Marketer has the right to refuse to offer a replacement advertisement or republication if
addition to the statutory default inte

8.3 legally established and it is based on the same contractual relationship. entitled to exercise t

8.2 shall send a printed invoice by pos

account debit. Invoices are generally sent electronically. On request, the Marketer agreed that the direct debit method shall be used to pay invoices, the Marketer

The Mar

6.4 shall not apply if the damage and loss is caused by the Marketer's legal

defects in the advertisement or other promotional materials are minor, the Customer

The Customer shall review the advertisement immediately after publication, if the advertisement, the claims for defects must be asserted with the Marketer

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 text or written in a contractual relationship.

12.3 Affiliated companies

5.2 The Customer shall be entitled to make the publication of further advertisements contingent on

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 defense. 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, trademark right and any other rights to the copy that may be necessary and permissible in connection with the production and dissemination of the copy, the Marketer

15.5 Marketer against

5.5 For claims asserted based on the German Product Liability Act and in the

12.2 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 comprising with the first advertisement falls below the guaranteed circulation level. A decrease in circulation shall only be construed as a defect if the price reduction 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 more than 100,000 copies is at least 15%. A price increase in circulation for the reasons specified in para. 16 shall not

12.1 Prices are always exclusive of the applicable statutory value added tax; this

12.2 Price lists

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

7. Proofs

7.7 The Marketer reserves the right, in justified cases (such as a new business relationship) before the payment deadline, to send a second invoice to the Customer the deadline when the proofs are sent to the Customer. Proofs for digital issues shall be sent in a PDF format.

8. Payments

8.2 The Customer may only offset the Marketer’s claims with uncontested or already established claims. If the Customer is a commercial entity, it may only be entitled to exercise the right of retention if the counter-claim is uncontested or legally established. In event of late payment again caused by the Customer, the right to cancel the contract shall lapse.

8.3 In the event of late payment, reasonable late payment fees shall be charged in accordance with the statutory provisions.

12.3 The Marketer shall be entitled to change prices at any time on the basis of

12.1 The Marketer shall be entitled to charge the price for the advertisement on advance payment of the amount due prior to the closing date as well as payment of any outstanding amounts, and it may do so during the term of the contract and in respect of any payment terms that have been 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 execution of the specimen copy. If the Marketer is no longer able to provide a specimen copy, it may instead provide legally binding certification that the advertisement is technically correct and disseminated. Specimen copies cannot be provided for classified advertisements.

10. Decrease in circulation

Pursuant to clause 2, a decrease in circulation shall only justify a price reduction for agreements if the average guaranteed paid circulation during the calendar year year comprising with the first advertisement falls below the guaranteed circulation level. A decrease in circulation shall only be construed as a defect if the price reduction 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 more than 100,000 copies is at least 15%. A price increase in circulation for the reasons specified in para. 16 shall not

11. Box number advertisements

With respect to box number advertisements, the Marketer exercises the due diligence when publishing 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 the period shall be destroyed. An individual agreement may be reached to grant the Customer the right to open incoming post on behalf of and in the stated interest of the Customer. Letters that exceed the permitted DIN Air format (up to 10 cm height) or other business designation is used in connection with the advertise

12.1 Prices are always exclusive of the applicable statutory value added tax; this

12.1 The Marketer shall be entitled to charge the price for the advertisement on advance payment of the amount due prior to the closing date as well as payment of any outstanding amounts, and it may do so during the term of the contract and in respect of any payment terms that have been originally agreed.

8.4 If there is justified cause to doubt the Customer’s ability to pay, the Marketer shall be entitled to postpone publication in view of the content of the contractual obligations and the principles of good faith, or the Marketer would only be able to do so at a disproportionately high expense.

9.2 The Customer is entitled to exercise the right of retention if the counter-claim is uncontested or legally established. In event of late payment again caused by the Customer, the right to cancel the contract shall lapse.
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 newspapers 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 90% 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 to the circulation that was actually delivered. The Customer 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).

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 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/agb. 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.
Additional terms and conditions for BILD and BILD am SONNTAG

a) Advertisements scheduled for publication in the full run of a newspaper take precedence over advertisements in split runs (a run is considered to be a split run if the total number of issues is below that of the full run), even if such advertisements are subsequently discontinued. Advertisements in split runs may be postponed for the above-mentioned reasons.

b) For technical reasons, advertisements scheduled for publication on certain pages in the FULL NATIONAL edition of a newspaper shall be placed where there is space available in split runs (regional editions).

c) Customers who do not wish to place advertisements in individual regional editions of newspapers that have larger booking units are excluded from price discounts due to the technical difficulties involved.

d) The maximum height of display advertisements in BILD is 420 mm. Advertisements larger than 420 mm shall be cropped at the height of the type area and the width calculated based on the number of columns.

e) Advertisements in BILD am SONNTAG are calculated based on side frames, irrespective of the actual print height.

Additional terms and conditions for B.Z., B.Z. am Sonntag, BILD BERLIN-BRANDENBURG and for combined editions of BILD/B.Z.

BERLIN/BRANDENBURG

a) Advertisements that occupy part of a page or the corner of a page in B.Z. and B.Z am Sonntag that are more than 310 mm high are calculated based on the full height of the type area (369 mm).

b) For advertisements published in B.Z./B.Z. am Sonntag, the service – the publication of the advertisements in B.Z./B.Z. am Sonntag – is provided by B.Z. Ullstein GmbH and the invoicing is carried out by Axel Springer SE.

c) For advertisements published in BILD BERLIN-BRANDENBURG, both the service – the publication of the advertisements in BILD BERLIN-BRANDENBURG – and the invoicing are carried out by Axel Springer SE.

d) For advertisements published in Germany as a whole, both the service – the publication of the advertisements in BILD and B.Z. – and the invoicing are carried out by Axel Springer SE.

e) For advertisements published in the booking unit B.Z./B.Z. am Sonntag with BILD BERLIN-BRANDENBURG, the following applies: If the Customer’s Contractual Partner is Axel Springer SE, both the service – the publication of the advertisements in the booking unit B.Z./B.Z. am Sonntag with BILD BERLIN-BRANDENBURG – and the invoicing are carried out by Axel Springer SE. If the Customer’s Contractual Partner is B.Z. Ullstein GmbH, the service – the publication of the advertisements in the booking unit B.Z./B.Z. am Sonntag with BILD BERLIN-BRANDENBURG – is carried out by B.Z. Ullstein GmbH and the invoicing is carried out by Axel Springer SE.

Additional business terms and conditions for DIE WELT/DIE WELT

KOMPAKT and WELT am SONNTAG/WELT am SONNTAG KOMPAKT

Booking space in split runs and other special printing options requires a separate agreement for the relevant edition or combined edition. If there is also an order for a full run, the quantity ordered for the full run shall be added to the split run for the purposes of calculating the discount.