

GENERAL TERMS AND CONDITIONS

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1. For the avoidance of doubt, advertisements are to be released for publication within one year of the conclusion of the agreement. Has the right been reserved to release individual advertisements as part of an agreement, the order shall expire within one year after the publication of the first advertisement, as long as this advertisement is published within the period stated in sentence 1.
2. Orders for which a discount has been granted can only be concluded in favor of one and the same natural or legal person. This discount also applies to orders of companies in which a controlling interest is held.
3. The entitlement to a retrospective discount shall lapse if it has not been claimed within one month after the expiry of the one-year period.
4. The inclusion of advertisements in an agreement in sizes and numbers for which the tariff does not provide for a discount is not possible. For advertisements at the reduced basic price for which the tariff does not provide for a discount, it is also not permissible to conclude an agreement requiring a discount on the full basic price or to include such advertisements in an ongoing agreement requiring a discount on the full basic price.
5. If an order is not executed for reasons for which the publisher cannot be held responsible, the client shall be obliged to refund to the publisher the difference between the granted discount and the discount based on the actual published volume. Such a refund is not required if the publisher's nonperformance was caused by force majeure within the publisher's sphere of risk.
6. For the calculation of the purchasing volume, text millimeter lines are converted into advertising space.
7. Placement instructions have to be received by the publisher in a timely manner to allow for a notification of the customer ahead of the advertising deadline if an order cannot be executed as specified. Placement instructions are only valid if they have been confirmed by the publisher.
8. Text component advertisements are advertisements that border the text on at least three sides, but that do not border other advertisements. Advertisements that are not identifiable as such due to their editorial design will be clearly labeled with the term "Advertisement" by the publisher.
9. The publisher reserves the right to reject any advertising orders, including individual call-off orders as part of an agreement, based on their contents, source, or technical form, in accordance with the uniform and objective principles of the publisher, if their contents violates any laws or official regulations and their publication can be deemed as unreasonable for the publisher.
10. The customer is responsible for the content and the legality of the text and graphic materials submitted for insertion. The publisher is under no obligation to check whether orders or advertisements infringe on any third-party rights. The customer shall exempt the publisher from any third-party claims brought against the publisher in relation to the execution of the order. The customer also does not have the right to assert any claims against the publisher for advertisements that were published for failure to cancel them in good time.
11. By placing an advertising order, the customer agrees to bear the costs of the publication of a reply, which shall be charged in accordance with the applicable and valid advertising rates.
12. The customer is responsible for the timely submission of the advertisement copy and all error-free print documents. For evidently unsuitable or damaged print documents, the publisher shall request replacement materials immediately. The publisher guarantees the usual standard of print quality for the selected title within the realm of possibilities presented in terms of the quality of the print materials supplied.
13. In the event that the advertisement was published in an illegible, incorrect, or incomplete manner, in part or as a whole, the customer is entitled to a reduction in payment or an error-free replacement advertisement, but only to the extent to which the purpose of the advertisement was impaired.

If the publisher allows an appropriate period of time given for this purpose to elapse or if the replacement advertisement is once again not free of defects, the customer has the right to a reduction in payment or to the cancellation of the order. No liability is assumed for errors resulting from the submission of information via the phone. Claims arising from a positive breach of obligation, negligence in contracting, or any unlawful acts shall be excluded. Claims for damages arising from subsequent impossibility of performance or delay are limited to the predictable claim of damage and to the remuneration to be paid for the advertisement concerned.

This does not apply to the fulfillment of essential contractual obligations or to intent and gross negligence on part of the publisher, its legal representatives, and its vicarious agents. The liability of the publisher due to the absence of guaranteed features remains unaffected. The publisher is also not responsible for the gross negligence of vicarious agents in commercial transactions.

In all other cases, the liability for gross negligence vis-à-vis merchants is limited to the scope of predictable damages up to the amount of the cost of the advertisement concerned. All complaints – except in the case of non-obvious defects – must be made within four weeks after the receipt of invoice and sample.

If the execution of the order is considerably impeded due to force majeure, particularly in the case of labor disputes, there is no obligation to execute the order or to pay compensation.

This also applies to orders placed via any of the publisher's offices, receiving agencies, or representatives. If an order is rejected, the customer will be informed immediately.

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14. Proofs are provided by the publisher only upon express request. The customer is responsible for the accuracy of the returned proofs. The publisher shall take into account all proof corrections that are submitted within the time period specified when the proofs were sent to the customer.
15. Have no specifications been provided in regards to font size, the advertisement shall be printed and charged for using the standard font size for the type of advertisement in question.
16. When advertising rates change, they enter into force immediately and also apply to all ongoing agreements, unless otherwise expressly agreed upon.
17. Advertising agents and agencies are obliged to adhere to the prices set by the publisher in their offers, agreements, and in regards to their billing.
18. If a payment is overdue, interest as well as collection fees are charged. The publisher may also postpone the execution of a current order until the time of payment. If, subsequently, there is reasonable doubt concerning the solvency of the customer, the publisher shall be entitled to make the publication of any further advertisement dependent on the settlement of any outstanding invoice amounts, even while an advertising agreement is ongoing and without regard to the originally agreed upon payment terms.

We reserve the right to offset counter claims of the customer in accordance with the statutory provisions. Furthermore, we are entitled to offset our claims and the claims of our subsidiaries against the claims of the customer and the counter claims of the customer's subsidiaries.

In the case of a default in payment or deterioration of assets, we are also permitted to offset claims against claims with different due dates. In the aforementioned cases, the claims may also be offset against other payments rendered on account of performance if such has been agreed.
19. Upon request, the publisher shall provide a copy of the advertisement along with the order invoice. Depending on the type and volume of the advertising order, excerpts, pages, or complete issues are provided to the customer. If it is no longer possible to obtain an advertisement copy, it shall be replaced by a legally-binding certification issued by the publisher that confirms the publication and distribution of the advertisement.
20. In the case of extensive typographical work and for such work related to the preparation of final artwork, films, and other print documents, going beyond the norm, the publisher reserves the right to bill the work separately. Costs for significant changes desired for or caused by the customer to the advertisement originally agreed upon shall be borne by the customer.
21. Print documents are returned to the customer only upon express request. The obligation to retain such documents ends three months after an order has been completed.
22. Advertisement orders have to be cancelled in writing. The cancellation has to be received by the publisher prior to the advertising deadline. When an advertisement is cancelled, the publisher may charge a fee for the incurred type-setting costs.
23. In the case of box number advertisements and in regards to the safe-keeping and timely forwarding of any offers, the publisher shall act with the care and diligence of a prudent businessman. Any certified and express mail received in response to such advertisements shall be forwarded using standard mail only.
24. The place of performance is Frankfurt/Main. The place of jurisdiction for legal disputes with merchants, legal entities under public law, and special funds under public law is Frankfurt/ Main. If the address or habitual residence of the customer is unknown at the time a complaint is made, or if the customer has moved its address or habitual residence outside of the jurisdiction of the law after the conclusion of the agreement, the place of jurisdiction shall be the legal residence of the publisher.
25. Data protection: Pursuant to Article 6 b) of the GDPR we inform you that customer and supplier data within the scope of business relations are collected by means of electronic data processing. For further information on data protection, please visit <https://www.boersen-zeitung.de/privacy>.
26. Online dispute resolution according § 36 VSBG: The european commission provides a platform for online dispute resolution (OS) which is accessible at <https://ec.europa.eu/consumers/odr/>. We are not obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.