



Inexpensive advertising medium with long impact – the apr poster:

## The top 50 of the German paper industry

Only 2 exclusive advertising spaces are available here!

Print run:

5 000

Publication date:

August 2010

Advertising deadline:

12.7.2010

Dimensions:

w 90 x h 258

Price/4c:

€ 840

# General Terms of Contract

General terms and conditions of business for advertisements and advertising products. The following general terms and conditions of business shall be applied in advertisement and other advertising products business (e.g. third-party inserts). Any arrangements to the contrary (including stipulations of general terms and conditions of business) shall only be valid if specified in a separate written agreement between both parties concerned.

**Paragraph 1** "Advertisement order" in the following general terms and conditions of business shall be the contract (concluded by phone and/or orally) about the publication of one or more advertisements or other advertising products placed by an advertiser or any other interested party ("Advertiser") in a publication in order to be circulated accordingly.

**Paragraph 2** Unless otherwise specifically provided for, advertisements must be placed within one year from the date the contract was concluded. In case the contract as concluded grants the right to request placement of advertisements individually, then the order must be settled within one year of the first advertisement's appearance, as long as it was placed and published within the deadline set forth in sentence 1 of this paragraph. For contracts comprising several advertisements, the customer is also entitled, within the agreed time period or the time periods provided for in sentences 1 and 2 of this paragraph, to request the placement of more advertisements than the number specified in the order.

**Paragraph 3** The rates for the advertisements are based on the Publisher's advertising rate card in effect at the time of the respective contract's conclusion. If the advertisement rate should change after the conclusion of the contract, the Publisher is entitled to charge the customer according to the rate card valid at the time of publication; this does not apply to business transactions with non-traders, if no more than 4 months have elapsed between the conclusion of the contract and the time of publication.

**Paragraph 4** If an order comprising several advertisements with the respective discounts ("contract") is not carried out completely due to circumstances for which the publishing company ("Publisher") is not responsible, the Advertiser shall be obliged to reimburse the difference between the discount that was granted and the appropriate discount in view of the order actually booked with the Publisher, notwithstanding any further legal obligations. This reimbursement commitment shall not apply if failure to carry out the order is based on force majeure in the Publisher's area of risk.

**Paragraph 5** Orders for advertisements, third-party inserts and other advertising products, that are supposed to be published exclusively in specific issues, in specific editions or at specific locations in the publication in accordance with special arrangements, must reach the Publisher in good time that the Advertiser can still be notified before the copy deadline is reached if the order cannot be carried out in the requested way. Classified advertisements shall be printed in relevant sections without the need for express agreement of this.

**Paragraph 6** Advertisements designed in such a way that they are not recognisable as advertisements shall be identified clearly as such by the Publisher by the inclusion of the word "Advertisement".

**Paragraph 7** Cancellation of placed advertisement orders will only be accepted until twelve o'clock noon on closing date. The Publisher reserves the right to refuse advertisement orders (without acceptance of statutory duty) – including individual call-offs of parts of a contract – and advertising product orders because of their content, origin or technical form on the basis of consistent, objectively justified principles applied by the Publisher, if their contents violate laws or government regulations or if publication of them by the Publisher cannot reasonably be expected. This shall also apply to orders placed with representatives or agents. Advertising products containing advertising of or for third parties (combination advertising) need a written acceptance of the Publisher in every case prior to publication. This entitles the Publisher to a combination surcharge. Orders for advertising products shall only be binding on the Publisher when a sample of the insert has been submitted and approved. The Advertiser shall be informed immediately when an order is rejected.

**Paragraph 8** The Advertiser is solely responsible for supplying the text for the advertisement and flawless printing materials or the advertising products in good time according to the specifications of the Publisher. The Publisher guarantees the printing quality that is normal for the publication booked within the framework of what is possible on the basis of the printing documents. The Publisher shall demand immediate delivery of replacements for obviously unsatisfactory or damaged printing materials. Should any flaws in advertising material not be immediately identifiable, but only apparent during the printing process, the client then has no right to assert a claim for unsatisfactory reproduction.

**Paragraph 9** The Publisher does not accept any liability for mistakes of any kind made in communication by telephone.

**Paragraph 10** If the publication of the advertisement is not equal to the quality and service agreed upon in the contract, the Advertiser shall have the right to a reduction in price or a flawless replacement advertisement or publication of another advertising product, but only to the extent to which the purpose of the advertisement has been impaired. The Publisher has the right to refuse such a replacement if bona fide the effort to do so lies in gross disproportion to the service interest of the Advertiser, or this is only possible at disproportionate cost to the Publisher. If the Publisher lets a reasonable deadline pass that has been set for it in this context or if the replacement advertisement is not flawless either, the Advertiser shall have the right to a reduction in payment or cancellation of the order.

**Paragraph 11** The Publisher is liable for all damages, be they due to violation of the terms of the contract or tortious acts according to the following terms: In the case of gross negligence, liability in relation to merchants is limited to replacement of the typically foreseeable damage; this limitation does not exist if the damage was caused by legal representatives or employees of the Publisher in management positions. In the case of simple negligence the Publisher is liable only if a substantial contractual commitment has been violated. In these cases, liability is limited to the typically foreseeable damage. For claims based on product liability law as well as for violation of life, body or health the Publisher is liable according to the legal provisions. With the exception of faults that are not obvious, complaints must be submitted within four weeks of publication. All claims against the Publisher based on contractual

neglect of duty become time-barred within one year of the legal starting date of the period of limitation, if they are not the result of deliberate action.

**Paragraph 12** Complaints of any kind must be submitted within four weeks of the receipt of the invoice and the sample copy – except in the case of faults that are not obvious for which there is a respite of one year as of the legal starting date of the period of limitation.

**Paragraph 13** Proof prints shall only be supplied if expressly requested. The Advertiser shall be responsible for the correctness of the proof prints returned. The Publisher shall take all fault corrections into account of which he is notified within the period of time specified when the proof print is sent.

**Paragraph 14** If no particular size specifications are made, invoicing shall be based on the printing height that is normal for the kind of advertisement concerned and is actually used.

**Paragraph 15** If the Advertiser does not pay in advance, the invoice shall be sent immediately, if at all possible, however, 14 days after publication of the advertisement. The invoice shall be paid within the period of time indicated in the price list, which starts on the date of the receipt of the invoice, unless a different payment period or prepayment has been agreed in the particular case in question. Possible discounts for early payment shall be granted in accordance with the price list.

**Paragraph 16** In banking customary interest and the collection costs shall be charged in cases of default in payment or extension in the term of payment. If there is a delay in payment, the Publisher shall be entitled to suspend further execution of the current order until payment has been made and to demand prepayment of the remaining advertisements. If there are justified reasons for doubting the solvency of the Advertiser, the Publisher shall be entitled to make the appearance of further advertisements dependent on the prepayment of the relevant amount as well as on the payment of outstanding invoice amounts, irrespective of an originally agreed payment period and during the term of an advertisement contract too.

**Paragraph 17** The Publisher shall supply a sample of the advertisement with the invoice on request. Depending on the nature and size of the advertisement order, excerpts with the advertisement, sample pages or complete sample issues shall be provided. If it is not possible to obtain a sample copy, this shall be replaced by a legally binding confirmation by the Publisher about the publication and circulation of the advertisement.

**Paragraph 18** The Advertiser shall pay the costs of producing ordered drawings, films and files as well as for substantial changes to originally agreed versions that the Advertiser requests or is responsible for.

**Paragraph 19** A decrease in circulation can be taken as the reason for a claim to price reduction in the case of a contract for several advertisements if the overall average in the insertion year starting with the first advertisement falls short either of the average circulation indicated in the price list or by some other means or – if circulation figures are not mentioned – of the average circulation actually recorded in the past calendar year. A decrease in circulation is only a fault that justifies a price reduction if it amounts to

20 per cent in the case of a circulation of up to 50000 copies  
15 per cent in the case of a circulation of up to 100000 copies.

There shall in addition be no claims to price reduction in the case of such contracts if the Publisher has informed the party placing the advertisement about the decrease in circulation in such good time that the latter was able to cancel the contract before the advertisement appeared.

**Paragraph 20** In the case of box number advertisements, the Publisher shall exercise the care of a prudent businessman in collecting and forwarding the offers received in good time. Responses to box number advertisements – including those coming in as registered or express letters – shall be collected for four weeks and shall then be forwarded by normal post. Responses that arrive after the end of this period can be destroyed. The Publisher shall return valuable documents without being obliged to do so. Letters that exceed the approved DIN C4 dimensions (weight: 500 g) as well as shipments of goods, books, catalogues and parcels shall not need to be forwarded and receipt of them shall not be accepted. Receipt and forwarding can, however, be arranged in exceptional cases, if the Advertiser pays the charges/costs that are incurred.

**Paragraph 21** Printing documents shall only be returned to the Advertiser if this is specially requested. The obligation to keep them shall end three months after completion of the order.

**Paragraph 22** Advertising orders are subject to German law. The place of performance shall be the registered office of the Publisher. The place of jurisdiction for merchants and artificial persons who have been entered as such in the commercial register shall be the registered office of the Publisher and Hamburg. Insofar as claims of the Publisher are not put forward by summary procedure for orders to pay debts, the place of jurisdiction for non-traders shall be determined according to their place of residence. In case the Customer's place of residence or common domicile is unknown at the time of the filing of action, or in case the Customer has moved his place of residence or common domicile out of the geographical scope of applicable German statutes, after the contract has been concluded, the place of jurisdiction shall be the registered office of the Publisher and Hamburg.

**Paragraph 23** The Advertiser warrants that he possesses all necessary rights for the publication of the advertisement. The Advertiser carries the sole responsibility for content and legal legitimacy of submitted text and photos as well as of delivered advertising products. He indemnifies the Publisher from all claims regarding the advertising contract, which can arise due to violation of legal provisions or media regulations. In the case of publication of counterstatements, the rate card is the basis for the cost to be compensated. The Publisher is also indemnified from the cost for necessary legal defense. The Advertiser is obligated to bona fide support of the Publisher with information and documents during legal defense.