GENERAL TERMS & CONDITIONS

1. Advertising order: the contract between the publisher, Werben & Verkaufen GmbH (hereinafter “Publisher”), and an advertiser or other advertising space buyer (hereinafter “Customer”) regarding the publication of one or multiple advertisements in print and/or on the Internet for the purposes of distribution or rendering accessible to the public. The advertising order and every subsequent order are exclusive contracts to the current General Terms and Conditions (hereinafter “GTCs”) as well as the Publisher price list that is current at the time of contract conclusion, whose provisions constitute a significant contract component. The Publisher has the right to amend the GTC at any time. New GTCs will be deemed approved if the Customer does not object to them in writing within one month of announcement of an amendment. Deviating Customer GTGs will not be a contract component, even if we do not expressly reject them. In the event individual agreements are made for online publication, they will be sent in the respective order confirmation. Otherwise, the GTCs will likewise apply for such cases.

2. Orders for inserts: These GTGs also apply accordingly for orders for inserts. Orders for inserts will categorically only be accepted by the Publisher after the design has been presented. Inserts that give readers the impression of being a component of the newspaper due to their format or design will not be accepted.

3. Contract conclusion: Orders for advertisements can be submitted personally, over the phone, in writing, via e-mail, or over the Internet. The Publisher is not liable for transmission errors. The contract will not materialize until the Publisher has issued confirmation, which will be performed in writing or via e-mail unless a deviating agreement has been made in an individual case. If an order is placed over telephone, then an order confirmation will only be issued in writing upon express request.

4. Call for publication: a request to the Customer to the Publisher on the basis of a contract conclusion for the publication of a specific advertisement, third-party insert, or other advertising medium and the delivery of the texts and templates needed for production.

5. Advertisements in editorial text are advertisements that touch editorial text on at least three sides and have no neighboring advertisements.

6. Rejection of orders:
(1) The Publisher has the right to reject advertisement orders, including individual calls for publication within the scope of a general order. This especially applies when content violates laws or official provisions, or has triggered or could trigger an objection from the German Advertising Standards Council or German Press Council in a complaint proceeding. If publication is unreasonable to expect of the Publisher due to content, origin, or technical format, if inserts give readers the impression of being a component of the printed publication based on format or design or contain third-party advertisements.

(2) The Publisher will declare rejection without delay after gaining awareness of the respective content. In particular, the Publisher can retract an advertisement that has already been published online if the Customer makes direct changes to the advertisement's content or linked data thereby, among other things, meeting the conditions laid out in Section 6 Sub-Section 1.

7. Deadline and publication dates: The deadlines and publication dates shown in the price list are not binding for the Publisher. The Publisher may make short-term adjustments to deadlines and publication dates according to the production process.

8. Order cancellation: The Customer can cancel orders by writing to dspc@kwv.de. Cancellation of an advertisement is possible up to the original advertisement deadline. If the advertisement is already in print, then the Customer must pay for the advertisement. Otherwise, the Publisher can request reimbursement for the costs incurred up to termination in line with legal provisions. Online advertisements are subject to a cancellation notification period of two weeks prior to first-time publication, and cancellation must be performed in writing. In the event of late delivery of the data needed for an online advertisement, the Publisher will charge a fee of €50 per workday for the extra work incurred.

9. Placement of advertisements: Advertisements will be published in specific numbers, issues, or locations of the publication as expressly agreed at the time of order placement in writing, via fax, or via e-mail. As a general rule, classified advertisements will only be printed in their respective category. If no unambiguous placement has been agreed, then the Publisher will be free to determine placement at its discretion. If it is not possible for an advertisement to be placed within an ordered issue, then the Publisher will be able to publish the advertisement in an issue of equal or greater circulation subject to the same price. If the Customer orders an advertisement for a category that deviates from the placement planned with respect to content, then the price that the advertisement would have in conjunction with correct placement will apply.

10. Call for publication of an order: If a publication date has been agreed, then advertisements must be called for publication no later than one year after contract conclusion (publication period). A contract involving multiple advertisements must be executed in full within one year of the first advertisement being published. Subject to capacity availability, the Customer has the right during the agreed publication period or during the publication period cited in sentence 1 and 2 to call further advertisements for publication beyond the quantity of advertisements named in the order in accordance with the price list.

11. Print documents: The deadlines for print documents are found in the Publisher's price sheet for advertising prices valid at the time of contract conclusion. The Customer is responsible for timely delivery of advertisement text and error-free print documents or inserts, supplementary booklets, glued inserts, etc. The Publisher will request replacements without delay in the event of visibly unsuitable or damaged print documents. If there is any damage to delivered print items, such as supplementary booklets, glued inserts, etc., that is not recognizable immediately but rather only once processing has begun, then the advertiser will be liable for the corresponding additional costs or losses during production. The Publisher guarantees the print quality that is standard for the booked issue as is possible using the print documents. Print documents will only be returned to the Customer if a specific request is made; otherwise, they will become property of the Publisher. The storage obligation will end six weeks after the advertisement's publication. The additional terms and conditions for digital transmission of advertisement print templates pursuant to Section 31 of these GTGs additionally apply.

12. Printed height of advertisements: If no specific dimensions have been agreed or indicated, then the advertisement will be printed and calculated based on the standard height for advertisements of the respective nature. If a finalized print document is supplied and the printed height deviates from the ordered print height, then the dimension of the printed advertisement height will apply; no additional costs will be incurred. Fractions of millimeters will be rounded up to the next full millimeter.

13. Advertisements with a style similar to editorial text: The design and character of advertisements with a style similar to editorial text must be coordinated with the Publisher sufficiently in advance prior to publication. The Publisher has the right to add the word “advertisement” in a clearly visible manner to advertisements that are not recognizable as such. The right to make the final decision to this end will be held by the Publisher. Advertisements with a style similar to editorial text must have a different base type than editorial text.

14. Liability for the content of advertisements: The customer is responsible for the content and legal permissibility of an advertisement. The Customer will hold the Publisher harmless with respect to all third-party claims based on violation of copyrights, privacy rights, trademarks, or intellectual property rights and also for all photographs used in the advertisements hold the Publisher harmless in full with respect to property and premises rights, including reasonable costs for legal defense. The Publisher is not obligated to verify whether an advertisement order compromises third party rights. If the Publisher is obligated to print a counter statement (e.g. via court ruling), etc., then the Customer will cover the costs incurred based on the valid advertisement price list.

TERMS & CONDITIONS
TERMS & CONDITIONS

15. Proofs will only be supplied upon express request. The Publisher will account for error corrections notified within the deadline set by the Publisher; otherwise, permission to print will be deemed issued. The Customer is responsible for the flawlessness of corrected proofs.

16. Advertisement record: Upon request, the Publisher will provide a record of the advertisement along with the receipt. If it is no longer possible to procure a record, then it will be substituted by a confirmation from the Publisher regarding publication and circulation of the advertisement. Records of advertisement will only be supplied for paid advertisements.

17. Confidential advertisements:
   (1) Letters in response to confidential advertisements will be held for pick-up for a maximum of four weeks after an advertisement’s publication or sent to the Customer via postal mail with due diligence exercised accordingly, even when involving express and certified mail.
   (2) After this deadline has passed, response letters will be destroyed. Response letters weighing more than 500 grams or with a format larger than DIN A4, as well as products, books, catalogs, advertisements, and parcel/postal packages will not be forwarded and will only be stored for pick-up. The Publisher especially is not obliged to forward materials that are obviously commercial in nature, such as business promotions and agency offers if the Customer has not issued express instructions to forward such materials. The Customer can authorize the Publisher to open letters directly in conjunction with a Customer declaration of consent.

18. Advertisement invoices, deferment, and payment default:
   (1) Advertisement invoices must be paid by the deadline indicated on the invoice. Due and collection costs incurred due to payment default will be covered by the Customer. In the event of payment default, all outstanding payments will become payable immediately (invoices as well as subsequent bills).
   (2) In the event of default or default of payment, interest will be charged in line with § 288 of the German Civil Code. In the event of payment default, the Publisher can delay continued execution of an ongoing order until payment is made, and can require payment in advance. In the event of justified doubt regarding Customer solvency, the Publisher will have the right, even during the ongoing term of an overall order and in deviation from an originally agreed payment term, to make the publication of further advertisements contingent on advance payment of the advertisement fee and the settlement of open invoice amounts. The Publisher has the right to correct erroneous advertisement invoices within six months of invoicing. For order acceptance over telephone, orders from advertisement customers without a written contract will be carried out via SEPA direct debit, with debit of payment in full immediately after the invoice date. The so-called pre-notification period for SEPA direct debit is shortened to one day. Inaccurate advertisement invoices can be corrected within six months of invoicing. The Customer will only have the right to apply counter claims if the claims have been legally established by a court, are undisputed, or at a minimum are ready for ruling.

19. Advertisement orders from abroad: For countries where the Publisher has an international representation office, payment and processing will be carried out according to the corresponding business terms and conditions. For countries where there is no international representation office, the preferred payment method is via credit card (Euro - Mastercard, American Express or Visa). An international customer must present a sales tax identification number or proof of being a registered business, or proof of exemption from German sales tax along with the advertisement order. If the advertisement order is exempt from value added tax, then invoicing will take place without the application of value added tax. The Publisher has the right to retroactively apply value added tax if fiscal authorities confirm the advertisement is subject to taxation.

20. Setting costs: The Customer will cover the costs for the preparation of templates and drawings ordered, as well as for changes requested by or occasioned by the Customer deviating significantly from the designs originally agreed.

21. Category prices: The Publisher categorizes advertisements according to content. If the Customer orders an advertisement with category deviation, then the price will apply that the advertisement would have for correct placement. If the price of the deviating category requested by the Customer is higher than the price for correct placement, then the higher price will apply.

22. Advertisement millimeters: For calculation of purchase quantities, text millimeter lines will be converted into advertisement millimeters based on price.

23. Deviating prices: The Publisher can establish prices that deviate from the price list for advertisements in inserts, for advertisements in a style similar to editorial text, for advertisements in special publications and collectives, and for advertisements sold after the advertising deadline.

24. Affiliate rebates: Affiliate rebates for subsidiaries require written evidence that the capital equity held exceeds 50 percent. The Publisher only grants affiliate rebates to private sector companies. Accordingly, affiliate rebates are not possible in particular for independent governmental organizations or public sector corporations.

25. Warranty: The Customer must make claims for obvious defects by no later than within two weeks of receiving the invoice. The Customer must make claims regarding non-obvious defects no later than six months after publication of the advertisement. Furthermore, merchants must provide notification of the discovery of any non-obvious defect within two weeks. In the event of defective print of an advertisement despite timely supply of error-free print documents and timely objection, the Customer can request an error-free substitute advertisement be printed (rectification). The right to rectification is excluded when associated with disproportionate costs for the Publisher. If the Publisher does not perform rectification within a reasonable predefined deadline, if the Publisher denies rectification, if rectification cannot be reasonably expected of the Customer, or if rectification fails, then the Customer will have the right to withdraw from the contract or assert a payment reduction to the degree in which the advertisement’s purpose was compromised. Warranty claims from merchant customers will expire twelve months after publication of the respective advertisement or insert.

26. Liability, force majeure: In the event of force majeure and labor dispute measures not occasioned by the Publisher, the Publisher will be released from the obligation of contract fulfillment; damage compensation claims will not be applicable in such cases. The Publisher is liable for damage caused by intent or wanton negligence, for damage due to culpable harm to life, body, or health, and for damage based at least on slightly negligent violation of an obligation whose fulfillment is required in order for due execution of the advertisement to become possible at all, whose violation endangers attainment of the contract purpose, and whose compliance the Customer usually relies upon. The damage compensation obligation is - aside from liability for intent and culpable injury to life, body, or health - limited to the foreseeable damage that typically occurs. Otherwise, damage compensation claims against the Publisher are excluded irrespective of the legal ground. To the extent the Publisher’s liability is excluded or restricted pursuant to the foregoing provisions, the same will furthermore apply for the personal liability of its employees, representatives, and vicarious agents. Liability under the German Product Liability Act remains unaffected. Damage compensation claims made by merchants against the Publisher will, except for claims based on imprmissible or intentional or wantonly negligent behavior, expire twelve months after the point in time at which the Customer becomes aware or would have had to become aware of the circumstances founding the claim. If the Customer does not observe the Publisher’s recommendations regarding the production and transmission of digital print documents, then the Customer will not have any rights to assert claims resulting from flawed advertisement publication. That will also apply if the Customer does not observe other causal provisions under these GTCs. The Customer is liable for transmitted files being free of viruses. The Publisher can delete files with viruses without the Customer being able to derive claims to that end. The Publisher reserves the right to damage compensation claims if viruses cause damage.

27. Additional conditions for the advertisement publication on the Internet:
   (a) Supply of data: The Customer is obligated to duly supply advertisement media, in particular, media must align with the Publisher’s format and technical requirements and be delivered on time. The Publisher will, without delay, request replacements for visibly unsuitable or damaged advertisement documents.
30. Data protection:

(1) In the following, the Publisher provides information regarding the processing of personal data within the scope of business relations.

Personal data is all data that can be associated with the Customer’s person, such as name, address, e-mail address, telephone number, and payment information. The controller pursuant to Art. 4 No. 7 of the General Data Protection Regulation (GDPR) is the Publisher.

Data processing is carried out in accordance with the applicable provisions of the German Federal Data Protection Act (BDSG 2018, in its German abbreviation) as well as the General Data Protection Regulation (GDPR). The Publisher collects, processes, and uses Customer personal data. Further information on data processing and data protection can be reviewed in the Data Protection Notice of Verlag Werben & Verkaufen GmbH, which can be viewed at [https://verlag.wv.de/service/datenschutzerklaerung].

(2) The Publisher processes and uses data to the extent necessary for contract initiation, contract execution, contract maintenance, or other contractual services, i.e. to process orders or services in accordance with the order. At times, this is carried out with the involvement of external service providers. Service providers have been carefully selected by the Publisher and are bound to instructions. Moreover, they are audited on a regular basis. Service providers will not disclose this data to third parties and will delete data after the contract has been fulfilled and legal storage periods have passed to the extent the Customer has not consented to a longer storage period.

(3) The Publisher will process and use data to perform internal market research provided the Customer has not issued rejection to that end. This applies to the information needed for order processing as well as the information that Customer voluntarily provides. The Client can reject the use of data for the purpose of internal market research at any time for the future.

31. Additional terms and conditions for digital transmission of advertisement print templates:

If print templates are digitally transmitted to the Publisher paper-free, i.e. via digital carriers (e.g. diskette, cartridge, CD-ROM) or via remote transmission (e.g. ISDN), then the following provisions will additionally apply:

(a) Data format: Print templates should only be digitally transmitted in non-editable files, i.e. files whose content the Publisher is unable to modify. The Publisher disclaims liability for the erroneous publication of advertisements transmitted via editable files (e.g. Corel Draw, QuarkXPress, Freehand files).

(b) The Customer must send or store related files in a mutual folder.

(c) Color advertisements: For digitally transmitted print templates for color advertisements, the Customer also needs to provide a Fogra Media Edge (current Version 3.0) color proof as well as a proof protocol and/or measurement protocol. Otherwise, the Customer will have no substitution or reimbursement rights due to potential color deviations.

(d) Computer viruses: The Customer is liable for the transmitted files being free of computer viruses. The Publisher can delete files with computer viruses without the Customer being able to derive claims to that end. The Publisher additionally reserves the right to demand compensation claims if computer viruses cause further damage.

(e) Claims due to flawed publication: If the Customer does not observe these Terms and Conditions or the Publisher’s recommendations regarding the production and transmission of digital print documents, then the Customer will not have the right to make claims due to flawed advertisement publication.

(1) Data carriers: Ownership will transfer to the Publisher for diskettes or CD-ROMs carrying print templates sent to the Publisher. They will only be sent back to the Customer if there is an express request to do so and for a mailing fee of €5,00, performed at the Customer’s risk. The Publisher will return other high-quality data carriers such as cartridges, Iomega Zip 100, etc., without a request to do so and free of charge, yet at the Customer’s risk.
TERMS & CONDITIONS

32. Additional sponsoring terms and conditions:
The Publisher is an event organizer for various event formats. In this context, the Publisher offers sponsors an opportunity to make their logo available for an event and an event series. The Publisher offers various sponsoring packages to that end. The Publisher’s offers for the respective sponsoring packages are always non-binding and subject to amendment - which also includes price information. A legally-binding contract for sponsoring will only manifest after express written confirmation from the sponsor.
(a) The services to be mutually provided are yielded from the Publisher's offer. The Publisher must provide the services described in the respectively booked sponsor package. The sponsor will pay the agreed compensation to that end. The Publisher will issue an invoice to the sponsor for the compensation no later than four weeks prior to the respective event’s start. The invoice is payable immediately upon delivery to the sponsor. Subject to the right to withdraw from the contract and all other legal rights, the Publisher has the right to deny counter service if the invoice sum has not been paid by the day prior to the event at the latest.
(b) The sponsor will provide the data necessary for performing the contract services (name, logo, and other brand and trademark material) in a suitable resolution, and will provide other objects with a company logo by and up to the schedule indicated in the offer. The Publisher will only be obligated to account for data supplied behind schedule if it is possible for the Publisher to do so without incurring extra expenditure. Otherwise, the sponsor's right to performance will expire without a reduction in the compensation owed or receiving damage compensation rights.
(c) The Publisher shall use the logo in line with the model provided by the sponsor. The specific rendering and placement of the logo are performed in coordination with the sponsor.
(d) To this extent, the sponsor grants the Publisher a non-exclusive right, which is limited to the term of the contract and irrevocable at any time, to use the sponsor's name and logo to fulfill the contractual services. The Publisher does not have the right to grant a corresponding exploitation right to third parties, including companies affiliated with the Publisher, without prior consent from the sponsor. The Publisher recognizes that, with the exception of the aforementioned exploitation right, all rights to the sponsor's name, logo, and any other brand and trademark material are held by the sponsor and the sponsor's respective licensees. To such extent, the sponsor expressly guarantees that all information regarding submitted data correspond to the truth. The sponsor further guarantees that all of the data the sponsor submits does not violate third-party rights or good morals.
(e) The sponsor shall notify the Publisher immediately when a third party claims rights with respect to submitted data, be it via a request to show authorization, warning, legal action, or comparable measures. The sponsor will hold the Publisher harmless with respect to all third-party claims the Publisher incurs via alleged or actual rights violations in connection with submitted data. To such end, the sponsor will also cover the costs of the Publisher's requisite legal defense, including all court and attorney costs in the legal amounts. The only case in which this will not apply is when the triggering violation was not occasioned by the sponsor. The sponsor shall furthermore provide the Publisher in the event of third-party claims with all information immediately, truthfully, and fully as needed for reviewing claims and the corresponding legal defense.
(f) The exact placement of the sponsor’s logo and other data will be at the Publisher's discretion if no express agreement has been made between the parties in writing. The sponsor’s wishes will - to the extent possible - be accounted for; however, there is no legal right to that end.
(g) The contract partners hold liability within the scope of legal provisions, with the Publisher's liability being limited to intent and wanton negligence. The contact partners themselves will review and be responsible for their own tax effects pursuant to this agreement and hold the party harmless from claims resulting from non-observance of this provision.
(h) The contract for sponsoring services will enter force when the corresponding contract document has been signed by the contract partners. After signing, cancellation will no longer be possible. In general, the contract has a fixed term. It will terminate 30 days after the end of the event without notification being necessary.
(i) If a just cause is met, both contract partners will have the right to extraordinary termination of the contract. Just causes particularly include a contract partner's non-payment within the scope of the insolventancy law, legal insolvency, or a change in majority control under company law. A just cause for immediate termination is particularly met if the event proves to be non-executable due to unforeseeable and/or unavoidable events, especially cases of force majeure, official requirements, or legal prohibitions. In the event of immediate termination for which the sponsor is responsible and effected by the sponsor prior to event execution, the sponsor will be obligated to return services received. The same applies if the contract is terminated effective immediately due to a cause named in the foregoing sub-section.

33. Dispute resolution: The European Commission has setup a platform of online dispute resolution. You can find it at https://ec.europa.eu/consumers/odr/. Consumers can use the platform for resolving disputes. We are neither willing nor obligated to participate in a dispute resolution process before a consumer arbitration body unless there is a legal obligation to participate.

34. Final provisions: These GTCs and the relationship between the Customer and the Publisher are exclusively subject to German law. This choice of law will only apply to a consumer to the extent it is not restricted by compulsory legal provisions in the state in which the consumer has a residential domicile or primary residence. The UN-CISG is excluded. Side agreements and contract amendments must be made in writing. The legal venue for claims involving business transactions with merchants, public sector organizations, or public sector funds will be Munich. If the Publisher’s claims are not asserted in a warning procedure, then the legal venue for non-merchants will be determined by their residential domicile. The place of performance is Munich. Should one or multiple provisions in the advertising order / these GTCs be or become invalid or inexecutable, the validity of the remaining provisions will not be affected. In such case, the parties will replace the respective invalid or inexecutable provision with that comes as close as possible to the what the parties had originally intended in good faith. The same will apply in the event of gaps.