

**GENERAL TERMS AND CONDITIONS (GTCs) OF THE VERLAGSGRUPPE HERRNBERGER (VERLAG)**  
**KV Kommunalverlag GmbH & Co. KG, AV Atlantenverlag GmbH, IMG Internet Marketing GmbH, each with registered offices in Ottobrunn**

**§ 1 Scope of the GTCs**

(1) *VERLAG* performs all services exclusively on the basis of these GTCs. They are applicable to all present and future business relationships, even if they are not explicitly agreed to again. By signing an order, these GTCs are considered accepted.

(2) Deviations from these GTCs are only valid if the *PUBLISHER* has confirmed them in writing. Any contrary confirmations from the client that refer to its terms and conditions are hereby rejected.

**§ 2 Terms**

(1) "Advertisement order" or "order" in the sense of the following GTCs is the written contract regarding the publication of advertisements from an advertiser or other advertising space buyers (clients) in a publication, on a data medium, on the internet or on other online services for the purposes of dissemination.

(2) "Work" or "advertising medium" in the sense of these GTCs is the entire editorial and/or cartographic environment, regardless of the medium by which it is disseminated, in which the client's advertisement is to be published.

(3) These GTCs are applicable in an analogous manner to orders for attached inserts, supplements, enclosures, special technical designs and other comparable services, including in other media.

**§ 3 Advertisement order**

(1) The client is bound to the order it issued in writing. The *PUBLISHER* is contractually bound only if the *PUBLISHER* has not provided written notice of the rejection of the client's order within four weeks after the date of the order. The *PUBLISHER* reserves the right to reject orders due to their content, their origin or technical form for appropriate reasons, in particular if their content violates laws or official regulations, or if publication would be unreasonable for the *PUBLISHER* for content and/or technical reasons.

(2) If there is reasonable doubt of the client's ability to pay, the *PUBLISHER* is entitled to make the fulfillment of the advertisement order dependent on prepayment for the order amount and/or settlement of other open invoice amounts, without regard to an originally stipulated payment date.

(3) All contractual agreements, additions and changes are to be agreed to in writing by the partners to the contract; this also applies to deviations from the written form requirement. There are no oral ancillary agreements.

(4) Subscriptions orders are valid for at least one issue and extend automatically if a notice of termination is not provided by registered mail within 6 weeks of the invoice for the most recent issue.

(5) 3-year orders are valid for 3 consecutive issues and then end automatically. Termination during the term is precluded.

(6) The termination right according to § 649 of the BGB (German Civil Code) is waived.

**§ 4 Editorial content and modification of the title of the work**

(1) The order is issued independently of the editorial and/or cartographic content of the work. Samples or sales documents presented by the *PUBLISHER* do not represent a binding promise regarding the quality, content and form of the work/advertising medium. Objective defects, errors, omissions or other inadequacies of the work entitle the client only to partial or complete refusal to pay or premature termination of the order.

(2) The *PUBLISHER* is entitled to change the title of the work/advertising medium if it appears necessary based on objective considerations; it will inform the client of this fact. The status of the order will not be thereby affected.

**§ 5 Advertisement documents**

(1) The client is obligated to make all documents and/or files required to fulfill the advertisement order available to the *PUBLISHER* unsolicited and without charge within ten days of the order date or by the date specified. The *PUBLISHER* is not obligated to request these documents; if they are not provided in a timely manner, the *PUBLISHER* may design the advertisement at its own discretion. Any additional costs incurred as a result of the unrestricted design by the *PUBLISHER* are borne by the client.

(2) To the extent that nothing is explicitly stipulated otherwise, advertisement documents are returned only at the client's request. The storage obligation ends for the *PUBLISHER* three months after invoicing.

**§ 6 Advertisement formats**

The advertisement sizes specified in the order are untrimmed sizes, which means they include the edge or border of other advertisements or the background. For advertisements in electronic media, banner advertising for example, the format is determined exclusively on the basis of the number of pixels stipulated. Format reductions that deviate more than 10% from the sizes specified in the order entitle the client to demand a discount on the net price of the advertisement that is proportional to the format reduction.

## **§ 7 Galley proofs/objections**

(1) For print advertisements, the *PUBLISHER* will send a galley proof by mail, fax or data transmission for review and correction by the client prior to the press date. The *PUBLISHER* accepts no liability for receipt of the galley proof by the client. Objections to rate error or other errors must be submitted to the *PUBLISHER* in writing by the end of the objection period specified on the correction form. If there is no objection (or no timely objection), the galley proof sent by the *PUBLISHER* is considered approved and will be sent for printing. The *PUBLISHER* is not liable for rate errors, printing errors or other errors not objected to by the client in writing in a timely manner.

(2) For advertisements in electronic media, banner advertising for example, the *PUBLISHER* is obligated to send corrections only if and to the extent that it was stipulated separately in the advertisement order, in particular because files delivered by the client cannot/should not be accepted without change. Apart from that, paragraph (1) applies analogously.

## **§ 8 Additional costs**

(1) The client must pay the costs for producing or acquiring ordered submissions or data sets, as well as for changes to designs originally agreed to that are desired by the client or that are to be considered significant, as well as costs for multiple color sets and raster reproductions.

(2) The client will pay the costs of packaging and shipping specimen copies.

## **§ 9 Multicolor printing**

The color and print quality of the reproduction of submissions is dependent on the type of submission and the technical printing options. The *PUBLISHER*'s printing standard is Euroscale 4 c. Color deviations caused by printing technology (also in the case of so-called spot colors) are normal in the industry and do not represent defects.

## **§ 10 Placement and advertisement label**

(1) The placement of the advertisement is carried out by the *PUBLISHER*. Placement requests included in the advertisement order are considered recommendations; the *PUBLISHER* will endeavor to fulfill these requests in the context of the technical and design alternatives.

(2) Advertisements that are not obviously advertisements because of their editorial design, will be labeled as such with the word "advertisement" by the *PUBLISHER*.

## **§ 11 Exclusion of competition**

In principle, exclusion of competition is not granted; exceptions require written confirmation from the *PUBLISHER*.

## **§ 12 Publisher's representatives/advertising agencies**

The *PUBLISHER*'s representatives are not authorized to accept payments. In addition, publisher's representatives and advertising agencies are not entitled to deviate from the content of these GTCs and the *PUBLISHER*'s price lists in their statements, promises, contracts and invoices; a violation does not obligate the *PUBLISHER*. The agency fee granted by the publisher may not be forwarded to the client either in whole or in part.

## **§ 13 Terms and conditions of payment, consequences of default**

(1) The invoice will be sent to the client immediately after the publication of the advertisement, even if it made a payment in advance. Each invoice is payable upon receipt.

(2) In principle, invoicing and payment occur in Euros. For foreign advertisement orders, invoicing will occur without charges for value added tax, provided that the tax exemption exists and is accepted. The *PUBLISHER* reserves the right to charge the amount of value added tax owed at a later time if the tax authorities affirm that the advertisement is subject to tax.

(3) The *PUBLISHER* is entitled to charge the client default interest according to German law after default in payment, unless the *PUBLISHER* proves a greater interest burden, or unless the client proves a lesser interest burden. In the case of default in payment, the *PUBLISHER* may postpone the current order until payment is received, discontinue advertisements in electronic media (banner advertising, for example), and demand payment in advance for the remaining advertisements/cycles. The *PUBLISHER*'s right to make additional claims for compensation for damages remains unaffected.

(4) The client may offset only against undisputed or legally established claims.

(5) The agency fee for advertising agencies is 15% of the net advertisement price. The fee will be granted by the *PUBLISHER* only if the name and address of the agency is noted on the reverse side, and if press-ready films or film-ready data are delivered for the advertisement.

## **§ 14 Special regional taxes**

Special regional taxes, such as the advertisement taxes that are customary in some Austrian federal states for example, are not included in the advertisement price and are charged to the client.

## **§ 15 Term/date of publication of the work/advertising medium**

(1) Links are provided on the date of issue for the ordered print product, and expire when the subsequent edition is issued.

(2) If the anticipated date of publication of the work/advertising medium – plus a nine months' period of tolerance – cannot be honored by the publisher, then when

the period of tolerance ends the PUBLISHER will inform the client in writing regarding the anticipated new date of publication. If the client does not revoke its order due to the missed deadline within 14 days of receipt of the notification sent by letter or fax, the client's approval of the new date of publication is considered granted.

(3) Online products are provided on the invoice date and expire automatically after the stipulated term.

#### **§ 16 Warranty and liability**

(1) If the publication of the advertisement is completely or partially illegible, erroneous or incomplete, the client has a claim to a payment reduction or a satisfactory replacement advertisement, but only to the extent that the goal of the advertisement was negatively affected. If the PUBLISHER allows a reasonable deadline provided to it for this purpose to elapse, the client has a right to withdraw. Complaints must be presented to the PUBLISHER in writing without delay, and no later than within 14 days after receipt of the specimen copy or after online publication.

(2) Liability is precluded for simple negligence due to affirmative breach of contract, negligence when entering into the contract and/or unauthorized action, aside from breach of material contractual obligations, and claims for compensation for damages for impossibility and default are limited to the amount of the respective advertisement fee. Apart from that, liability for simple negligence is limited to the amount of foreseeable loss. In addition, liability is limited in commercial transactions to the amount of foreseeable loss in the case of intent and gross negligence by mere agents.

(3) The PUBLISHER accept no liability at all for losses caused by software and hardware, service disruptions, hardware errors and server downtime. The customer's obligation to pay remains in effect.

(4) Force majeure and labor dispute measures that are not the fault of the publisher do not release the PUBLISHER from the obligation of contractual performance or payment of compensation for damages.

(5) In the case of advertisements, deadline changes and placement changes, advertisement corrections and cancellations specified by phone, the PUBLISHER accepts no liability for transmission errors, see also § 3 (3) of the GTCs.

#### **§ 17 Supplementary agreements**

(1) The client alone is responsible for the content and the permissibility (legal permissibility in particular) of the advertisement(s), as well as for the status of the rights of third parties to be used for the advertisement(s). It will indemnify the PUBLISHER against all claims by third parties which are made against the PUBLISHER due to the production and/or publication of the advertisement. The right of the PUBLISHER to make claims for compensation for damages remains reserved in the case of a cancellation of the order. The PUBLISHER is not obligated to review advertisement orders as to whether the rights of third parties will be negatively affected.

(2) After it goes into effect, a modification of the advertisement price list also applies to current contracts, but not prior to the end of two months after disclosure to the customer.

(3) According to § 33 of the Federal Data Protection Act, the PUBLISHER points out that the necessary customer and supplier data will be saved using electronic data processing systems in the context of the business relationship.

(4) As the location of the registered offices of the PUBLISHER, Munich is the place of performance and court of jurisdiction. The legal relationships between the client and the PUBLISHER are subject to the law of the Federal Republic of Germany exclusively.

(5) If a provision of the advertisement order or these GTCs is or becomes void, invalid or impracticable, it does not affect the validity of the remaining agreements. The partners to the contract will replace this provision with a valid/practicable provision that comes as close as possible to the purpose sought with the contract.