General Terms of Business (GTB) for advertisements, third-party inserts and online advertising

1. An "Advertisement order" within the meaning of the following General Terms of Business is an order relating to the publication of advertisements and third-party inserts in a print medium or by means of online advertising for the purpose of distribution. A contract is entered into taking into account the discounts granted according to the rates list. Advertisement orders only become legally binding through confirmation by the publisher.

2. Publication of advertisements and third-party inserts shall be carried out subject to compliance with the rates list and the corresponding instructions, as well as the public conditions of publication of advertising space, which may be placed at the time after the contract is signed. If the right to place individual advertisements is granted within the terms of a contract, the order must be completed within one year of the publication of the first advertisement, unless the customer requests an extension of the duration.

3. Upon signing a contract, the customer is entitled to place further advertisements in addition to those specified in the order at the same contractually agreed rates. The customer shall order these advertisements directly and not through an advertising agency. The customer is entitled to place the advertisements until the second issue following the last issue in which the first advertisement is published.

4. Alongside advertisements (i.e. websites, newsletters, etc.) is defined by the time period booked. The customer is required to maintain the websites or documents to which the advertisement or the advertisement text is linked in order to ensure up-to-date information. The publisher reserves the right to change the number of pages in the publication without the customer being entitled to make claims in this respect.

5. Advertisements received by the publisher will only be accepted if they are accompanied by a payment receipt. The publisher reserves the right to decline advertisements that contain deceptive or illegal content, or that infringe intellectual property rights. The publisher reserves the right to refuse advertisement orders at its own discretion – including single placements within a larger order. This applies in particular to advertisements that violate the legal and / or moral principles of the publisher, to advertisements that have been placed in full pages, to advertisements that have been placed in a consistent manner as part of a series or in a combination of different publications or that are intended to be repeated in the next print edition or the next online campaign at the earliest. Furthermore, advertisement orders may only be cancelled after the advertising deadline or after the next advertising deadline has passed, if the publisher reserves the right to demand further payment or if the publisher reserves the right to request the advertisement to be corrected. The publisher reserves the right to refuse an advertisement order for the following reasons:

   a) If the advertisement contains any illegal content,
   b) If the advertisement is designed or reproduced without due care and attention,
   c) If the advertisement is not placed in the appropriate position or is not inserted in the appropriate section of the media,
   d) If the advertisement is placed together with advertising that is already in circulation,
   e) If the advertisement is not placed in a manner sufficient to enable the customer to withdraw from the contract prior to the appearance of the advertisement. The publisher reserves the right to change the order in a timely manner before publication, if necessary. Changes in advertisement rates:

   a) If an order is not fulfilled due to circumstances beyond the control of the publisher, regardless of any other legal obligations, the customer is required to

   b) If the publisher is liable in accordance with clause a) (1) or (2) for gross negligence or wilful intent by employees who are not organs of or executive staff members of the publisher, or in accordance with the concept of art, then no liability shall be accepted by the publisher. However, the contractual partners

   c) The customer bears sole responsibility for the content and the legal admissibility of the advertisement and / or the

   d) If the publisher is not bound by any other legal obligations, but the customer also

   e) Any additional services not covered by the contract are not included in the price of the advertisement.

6. Printing size of advertisements:

   a) If no instructions on size have been agreed upon or prescribed, the usual printing size for the type of advertisement concerned shall

   b) If a change is required, the customer shall be informed thereof and ordered. If the customer does not accept the

   c) The customer bears sole responsibility for the content and the legal admissibility of the

   d) Any additional services not covered by the contract are not included in the price of the advertisement.

7. Placing advertisements:

   a) The customer bears sole responsibility for the content and the legal admissibility of the advertisement and / or the

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

8. Advertising deadlines:

   a) The advertising deadlines stated in the rates lists are not binding for the publisher. The publisher is entitled to alter advertising deadlines at

   b) Irrespective of any previously agreed payment period.

9. Changes in advertisement rates:

   a) If changes in advertisement rates are made, the new rates are also valid for current orders as from their date of introduction, unless otherwise agreed in writing.

10. Differing rates:

   a) The publisher can determine rates that differ from the rates listed in the following: advertisements in publisher's supplements, editorially designed

   b) The publisher reserves the right to charge the customer for any errors or faults that are

   c) Any additional services not covered by the contract are not included in the price of the advertisement.

11. Reduced volume of circulation:

   a) If an order covers multiple advertisements, a price reduction can be claimed due to a reduced volume of circulation if the circulation

   b) The publisher reserves the right to charge the customer for any errors or faults that are

   c) Any additional services not covered by the contract are not included in the price of the advertisement.

12. Cancellations:

   a) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   b) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   c) Any additional services not covered by the contract are not included in the price of the advertisement.

13. Collection of payment:

   a) The publisher reserves the right to demand further payment or if the publisher reserves the right to request the advertisement to be corrected. The publisher reserves the right to refuse an advertisement order for the following reasons:

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

14. Advertising deadline:

   a) If a change is required, the customer shall be informed thereof and ordered. If the customer does not accept the

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

15. Changes in advertising areas:

   a) If the publisher is liable in accordance with clause a) (1) or (2) for gross negligence or wilful intent by employees who are not organs of or executive staff members of the publisher, or in accordance with the concept of art, then no liability shall be accepted by the publisher. However, the contractual partners

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

16. Liability for errors or faults:

   a) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   b) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   c) Any additional services not covered by the contract are not included in the price of the advertisement.

17. Liability for errors or faults:

   a) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   b) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   c) Any additional services not covered by the contract are not included in the price of the advertisement.

18. Liability for errors or faults:

   a) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   b) In the event of late payment or deferment of payment, the legal applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the legal rate of interest shall be charged, unless the customer can prove that the delay was not caused by an

   c) Any additional services not covered by the contract are not included in the price of the advertisement.

19. Invoices:

   a) Invoices are payable within 14 days of invoicing, unless another payment period or advance payment has been individually agreed upon. The publisher is entitled to

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

20. Warranty:

   a) Any defects in the print documents or images not being immediately recognisable, but only become evident during production, the customer shall have no right to

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

21. Store and keep:

   a) Any defects in the print documents or images not being immediately recognisable, but only become evident during production, the customer shall have no right to

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

22. Deposits and security payments:

   a) Deposits and security payments are not required. The customer is entitled to claim

   b) Any additional services not covered by the contract are not included in the price of the advertisement.

Additional terms of business of the publisher

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a) Additional terms of business of the publisher

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The customer is entitled to demand either the publication of a full replacement advertisement (rectification) or a reduction in the price of the advertisement commensurate with the degree to which the purpose of the advertisement is impaired.

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