

DETAIL Online

DETAIL Business Information GmbH
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General Terms and Conditions for Online Advertisements of the DETAIL Business Information GmbH (hereinafter: the Publisher)

1. Advertisement order
- 1.1 "Advertisement order" for the purposes of the following General Terms and Conditions shall refer to an order for the placement of an advertising medium or media on the Publisher's website by the contractor (Customer). The advertisement order shall be exclusively subject to these terms and conditions and the Publisher's media information/price list, which shall form an essential part of this agreement.
- 1.2 The validity of any General Terms and Conditions issued by the Customer or other advertisers, if contrary to these General Terms and Conditions, is explicitly excluded.
2. Advertising medium
- 2.1 An "advertising medium" for the purposes of these General Terms and Conditions can consist of one or several of the following elements:
 - an image and/or text, audio sequences and/or moving images (including banners),
 - a sensitive area that when clicked leads to an online address specified by the Customer or to other information belonging to the customer (e.g. a link)Moreover, advertising media can also include product and company entries, sponsoring or e-mail and newsletter campaigns as well as microsites. Also included are the Customer's "Download Services" such as webcasts, web-video, white papers and other download and streaming services hosted by the Publisher. "White paper" refers to specialist information on specific topics that can also contain product and company information.
- 2.2 Advertising media that on account of their design are not recognisable as such, will be made clearly recognisable as advertisements.
3. Contract conclusion
- 3.1 Unless agreed otherwise, the contract shall come into being by means of written or e-mail confirmation of receipt of the advertisement order. Orders are also subject to these Terms and Conditions when confirmed by e-mail or telephone.
- 3.2 If advertisement orders are issued by advertising agencies, the contract shall, in the event of doubt and unless agreed otherwise in writing, be with the advertising agency. If, however, the advertiser wishes to be the Customer, they must be named by the advertising agency. The Publisher is entitled to require proof of mandate from advertising agencies.
- 3.3 Advertisements for goods and services from more than one advertiser within one advertising medium (e.g. banner, pop-up advertisement, etc.) require additional written or e-mail agreement.
4. Processing and processing deadline
- 4.1 The Publisher shall place advertising media in accordance with the wishes of the Customer. Unless agreed otherwise, the Customer has no right to a specific placement or to exclude advertisements for goods or services offered by a competitor of the Customer.
- 4.2 If as part of an advertisement order the Customer has the right to recall individual advertising media, the order must be processed within one year of contract conclusion.
- 4.3 Otherwise the duration of the advertisement order shall be based on the special conditions of the booked advertising medium, e.g. as laid down in the media information, and in case of doubt, on the following criteria:
 - a booking based on leads/page impressions:
 - the advertisement shall last until the number of booked leads/page impressions is reached;
 - a booking based on time:
 - the advertisement shall last for the booked time period according to the price list, starting from the day of online placement. Company and product entries or supplier profiles can only be booked on an annual basis. Unless agreed otherwise in the order confirmation, terms will automatically be extended for one year and subject to the latest price lists, unless the Publisher or Customer issues notice of termination three months before the end of the (first) publication date. In the event of price increases, item 15 shall apply as follows:
 - download services:
 - based on the booked term. If the Publisher also markets the download services as part of content syndication, the download services will expire at the latest following notice of termination by the Customer.
- 4.4 If the Customer books a certain number of leads/page impressions for a promotional measure, the Publisher draws attention to the fact that this information is automatically based on past empirical values. If the number of page impressions/leads is not reached, the placement period for the advertisement will be extended until the number of booked leads/page impressions is reached. If the placement booked by the Customer for the extended advertising period has already been allocated to another customer, the Publisher is entitled, having taken reasonable account of the interests of the Customer, to use a comparable placement.
5. Order extension
- 5.1 On contract conclusion, the Customer is also entitled, within the agreed time period or the time period specified in item 4 and subject to available capacity, to request the placement of additional advertising media above and beyond the amount specified in the order.
6. Reimbursement of price discount
- 6.1 If an order is not fulfilled for reasons that lie outside the Publisher's responsibility, the Customer, notwithstanding any other legal obligations, must reimburse the Publisher the difference between the discount for the amount of advertised ordered and the discount for the actual amount of advertising placed.
- 6.2 The Customer, unless agreed otherwise, has a retrospective right to the discount that corresponds to his actual use of advertising media within one year if at the beginning of the year he concludes a contract that entitles him to such a discount on the prices in the price list. The right to a discount expires if it is not asserted within three months of the end of the year.
7. Data delivery and the granting of rights
- 7.1 The Customer is obliged to deliver on time and at least 5 working days before the agreed date of publication proper advertising material that, in particular, corresponds to the format or the respective technical specifications laid down by the Publisher. In the event of late delivery, item 17 paragraph 2 shall apply.
- 7.2 The copyright for the content of the advertising material supplied by the Customer remains with the respective copyright holder. By supplying the material to the Publisher, however, the Customer grants the Publisher for the duration of the contractual relationship non-exclusive, spatial and content-related licence to use the protected content in physical and non-physical form. This granting of rights encompasses in particular the right to process, copy and in particular to permanently store, distribute or openly publish content on websites, including providing download possibilities for third parties (processing, copying and distribution rights, as well as the right to make publicly available). With regard to download services, the Customer in particular grants the Publisher the right to licence content to third parties in order to make it openly available on the Internet or to use the content for other service forms (e.g. eBooks) or content syndication.
8. Box number reply advertising
- 8.1 In the case of box number reply advertising, replies will be kept or stored for four weeks. Any replies not collected or called up during this period will be destroyed or deleted.
9. Limits on the data amount
- 9.1 Letters that exceed the permitted DIN A4 format (weight 50 g) in size, as well as goods, books, catalogue shipments and packages will not be accepted. Individual incoming e-mails exceeding 300 kilobytes in size will not be forwarded.
10. Right of rejection
- 10.1 The Publisher reserves the right to refuse advertisement orders – including inserts requests as part of an advertisement order – if - their content violates the law or public authority provisions,
 - their content is the subject of a complaints procedure by the German Advertising Council (Deutscher Werberat) or
 - their publication is unreasonable for the Publisher on account of the content, origin or technical format.
- 10.2 In particular, the Publisher may withdraw an advertising medium that is already published if the Customer subsequently carries out to changes to the content of the advertising medium or the information to which a link refers, leading to the conditions referred to in the paragraph above becoming applicable.
11. Liability of the Customer for passwords and advertising media; release from liability
- 11.1 The Customer is responsible for the use and non-disclosure of the password handed to him by the Publisher. In particular, the Customer is obliged to look after the password carefully and prevent third parties from gaining knowledge of it. In the event of unauthorised use of the password, the Customer shall release the Publisher from all liability unless he has shown the necessary degree of care. The Customer is obliged to inform the Publisher immediately if he has reason to believe that unauthorised use is being made of the password.
- 11.2 The Customer assures and guarantees by delivering the advertising medium that it corresponds in full to the principles of the press code of the German Press Council. Moreover, the Customer assures that he is not supplying any advertising medium that
 - violates applicable law, legal or public authority prohibitions or public morality,
 - infringes the rights of third parties,
 - is pornographic, offensive, threatening, irritating, vulgar, racist, discriminating or in any other way objectionable,
 - violates applicable regulations for the protection of the young or
 - counts as abuse, and in particular as spam.
- 11.3 In particular, the Customer assures and guarantees by delivering the advertising medium that he is permitted to use it and is not infringing or prejudicing the rights of third parties, in particular the privilege to one's own image, right of personality (e.g. right to bear a name), right of trademark, other commercial intellectual property rights or the right to copyright or ancillary copyright protection.
- 11.4 If the Customer violates the principles of the press code of the German Press Council or does not fulfil one of his obligations as described under this item, and in particular if third parties assert their claims against the Publisher following infringement of their rights for reasons detailed in the paragraph above, the Customer shall exempt the Publisher from any liability, including liability for legal defence costs unless the Customer has acted with the required degree of care. The Customer shall support the Publisher with the legal defence, in particular by supplying information without delay.
12. Liability of the Publisher
- 12.1 The liability of the Publisher is excluded in the event of slightly negligent violations of duty if these violations of duty do not involve material duties or life, health and body, or rights as per the German product liability law. This also applies to breaches of duty by vicarious agents of the Publisher.
- 12.2 The Publisher accordingly accepts no liability for the information provided by the Customer, in particular for its completeness and correctness, or for any disadvantages caused to the Customer by the temporary unavailability of the website or parts thereof or similar technical problems. The liability of the Publisher is to that extent excluded for system-related breakdowns, interruptions to and errors in data transfer, as well as for non-compliance with basic instructions for use of the Publisher's services.
- 12.3 The Publisher accordingly is in particular not liable for damages or expenditure incurred in connection with the preparation for or conclusion of contracts between the Customer and third parties.
13. Warranty
- 13.1 The Publisher guarantees, within the framework of anticipated requirements, the best-possible reproduction of the advertising medium as permitted by current technology. The Customer is aware, however, that current technology does not allow for completely error-free programs. The warranty does not apply to insignificant errors.
- 13.2 An insignificant error in the reproduction of the advertising medium exists in one caused
 - by the use of unsuitable reproductive software or hardware (e.g. browser),
 - by a malfunction in the communication networks of other operators,
 - by computer failure caused by a system failure,
 - by incomplete and/or out-of-date services on proxies (caches) or
 - by the breakdown of the ad-server, which does not last longer than 24 hours (continuous or aggregated) within 30 days of the start of the contractually-agreed placement. If the ad-server is down for a significant period of time (more than 10 percent of the booked time) during a time-based booking, the Customer shall not be required to pay for the period of the breakdown. Other claims are excluded.
- 13.3 If the reproductive quality of the advertising medium is insufficient, the Customer has the right to a discount or an error-free replacement advertisement, but only to the extent to which the aim of the advertising medium was impaired. If the replacement advertisement fails or is unreasonable, the Customer has the right to a discount or to cancel the order.
- 13.4 If flaws are not evident in the advertising documentation, the Customer has no rights in the event of unsatisfactory publication. The same applies to errors in repeat advertisements if the Customer does not point out the errors before the subsequent placement.
14. Other impairments of performance
- 14.1 If an order is not executed for reasons outside the Publisher's control (e.g. for software or other technical reasons), in particular because of computer failure, force majeure, industrial action, statutory requirements, malfunctions caused by third parties (e.g. other providers), network operators or service providers, or for similar reasons, the order will be executed at a later date where possible. If, once the problem is resolved, the order is executed in an acceptable period of time and one that is reasonable for the Customer, the Publisher's right to remuneration shall exist as before.
15. Payment, price list and price changes
- 15.1 The agreed payment amount will be included in the order confirmation, and can otherwise be determined from the price list valid at the time of order placement. The price list is subject to change. For orders already confirmed by the Publisher, price changes are only valid when they announced at least one month before publication of the advertising medium. In the event of a price increase, the Customer has the right to cancel his order. The right to cancellation must be exercised within 14 days of receipt of notification of the price increase.
- 15.2 The Customer must pay the costs for any changes to the advertising medium desired by the Customer or caused by the Customer.
- 15.3 Discounts are determined on the basis of the currently valid price list. Advertising agencies and other mediators are obliged to adhere to the Publisher's price list when issuing quotations, contracts and invoices to advertisers.
- 15.4 Unless agreed otherwise, the Customer must pay the invoice amount within 30 days. If payment is made within 14 days, a 2% discount is granted on the invoice amount. If payment is made in advance, a discount of 3% will be granted. The invoice payment period begins on the day on which the advertising medium is published for the first time.
16. Payment default and prohibition of setoff
- 16.1 In the event of payment default or payment deferral, interest and collection charges will be imposed. The Publisher may, in the case of payment default, place the current order on hold until payment is received and demand payment in advance for the remaining placements.
- 16.2 Should objectively justified doubts arise regarding the financial solvency of the Customer, the Publisher shall be entitled, including during the term of the contract, to make the publication of further advertisements conditional upon the prepayment of the charges to be incurred or on the payment of outstanding invoice amounts due, regardless of any previously agreed terms.
- 16.3 The Customer may only offset the Publisher's claims if the Customer's claims are undisputed or legally binding.
17. Termination/cancellation or alteration
- 17.1 Notices of termination of advertising orders must be made in writing or by e-mail.
- 17.2 Order cancellations or changes must be received in good time, i.e. at least 5 working days before the agreed date of publication, by fax or e-mail, so that the Publisher has time to act upon them. Otherwise the contractually-agreed amount will be due from the Customer regardless of the notice of cancellation or alteration.
18. Final provisions
- 18.1 The exclusive place of fulfilment and jurisdiction for all claims between the Publisher and the Customer is – as far as permissible – Munich (Munich District Court I, Munich Local Court).
- 18.2 The order/contract shall be exclusively subject to German law.
- 18.3 Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Invalid and/or void clauses shall be replaced by valid clauses that will enable the striven-for commercial purpose to be achieved. This also applies to the supplementation of missing provisions in the General Terms and Conditions of Business.