

DETAIL

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General Terms and Conditions of Business for Advertisements and Preprint Inserts

1. An "advertisement order" within the meaning of the following General Terms and Conditions of Business is a contract with respect to the publication of one or more advertisements of an advertiser or space buyer in a publication for advertising purposes.
2. If there is any doubt, advertisements are to be called up for publication within one year of the conclusion of the contract. If, within the framework of the contract, the right has been granted to call up individual advertisements, the order is to be wound up within a year of the publication of the first advertisement provided the first advertisement was called up and published within the period of time mentioned in sentence 1.
3. When a contract is concluded the advertiser is entitled to call up further advertisements within the period of time agreed on or within the period of time mentioned in item 2 over and above the number of advertisements mentioned in the order.
4. If an order is not fulfilled due to circumstances beyond the control of the publishing house, the advertiser has, regardless of any other legal obligations which might arise, to reimburse the publishing house for the difference between the discount that was granted and the discount that would correspond to the amount actually purchased.
5. Text part-advertisements. Inapplicable.
6. Orders for ads and preprint inserts that are expressly only to be published in specific issues or positions in the magazine have to arrive at the publisher in sufficient time for the advertiser to be informed prior to the closing date for advertisements should it not be possible to execute the order in the requested manner. Classified ads are printed in the appropriate section and require no particular agreement.
7. Advertisements that because of their editorial design are not recognisable as such will be made more clearly distinguishable by the publishing house adding the word "advertisement".
8. The publishing house reserves the right to reject advertisement orders – also individual release orders within the scope of a contract – and insert orders, on account of their content, origin or technical form in accordance with uniform, objectively justified principles of the publishing house if their contents violate laws or official regulations or if it cannot reasonably be expected that the publishing house print them. This also applies to orders placed with branch offices, advertisement offices or representatives. Insert orders only become binding for the publishing house once a sample of the insert has been submitted and approved. Inserts which give the reader the impression that they are part of the newspaper/magazine on account of their format or layout, or include advertisements from third parties, will not be accepted. The advertiser will be informed immediately that his advertising order has been rejected.
9. The advertiser is responsible for ensuring that the advertisement text and faultless artwork or the insert is delivered to the publishing house in good time. The publishing house will be prompt to demand a replacement for any artwork that is visibly unsuitable or damaged. The publishing house guarantees the usual printing quality of the booked title within the scope of the means arising from the artwork submitted.
10. If the printed version of the advertisement is partially illegible, not correct or incomplete, the advertiser is entitled to a reduction in payment or to a replacement advertisement that is free from defect, but only to the same extent as the purpose of the advertisement was impaired. In the event that the publishing house lets an appropriate deadline that he was set for this pass, or that the replacement advertisement is once again not free from defects, the advertiser has the right to a reduction in payment or to withdraw from the contract. Claims for damages or compensation occasioned by positive violation of a claim, negligence on conclusion of the contract and tortious acts are – even if the order was placed by telephone – excluded. Claims for damages or compensation occasioned by impossibility of performance and delay in performance are limited to compensation for the foreseeable damage and to the remuneration to be paid for the advertisement or insert in question. This does not apply to damage caused intentionally or by gross negligence by the publishing house, its legal representative or its vicarious agents. The liability of the publishing house for damages due to the lack of characteristics or features that were promised remain unaffected. In addition, in the course of business the publishing house is also not liable for the gross negligence of its vicarious agents; in the remaining cases liability towards businessmen and women for gross negligence is, in terms of scope, limited to the foreseeable damage up to the amount of remuneration to be paid for the advertisement in question. Complaints – except in the case of non-obvious defects – must be put forward within four weeks of receipt of the invoice and voucher copy.
11. Trial copies are only supplied if expressly requested. The advertiser is responsible for the correctness of the returned trial copy. The publishing house takes into account all corrections that are communicated to him within the deadline set when the trial copies were originally sent to the advertiser.
12. In principle, orders can be cancelled. Cancellation must be made in writing by the official advertising deadline. If the deadline is exceeded, the publisher has the right to payment for the allocated display space.
13. Re: invoicing based on print size. Inapplicable.
14. In the event that the advertiser does not make an advance payment, the invoice will, as far as possible, be sent fourteen days after publication of the advertisement. The invoice is to be paid within the time period mentioned in the price list as from the date on which the invoice was received, provided that no other terms of payment or advance payment has been agreed on in individual cases. Possible discounts for early payment will be granted in accordance with the price list.
15. In the event that the advertiser defaults or requests an extension, interest and collection fees are charged. If the advertiser defaults the publishing house can defer the implementation of the remaining current order until payment has been made and demand that advance payment be made for the remaining advertisements. If there is reasonable or legitimate doubt about the advertiser's ability to pay, the publishing house is entitled, even while the advertising contract is running, to make the appearance of further advertisements dependent on the advance payment of the sum and on the settlement of unpaid invoices irrespective of the terms of payment originally agreed on.

16. If requested to do so the publishing house will supply an advertiser's copy with the invoice. Depending on the type and scope of the advertising contract, tear sheets and the complete advertiser's copies will also be supplied. If an advertiser's copy can no longer be procured, a legally binding certification from the publishing house confirming the publication and distribution of the advertisement will take its place.
17. The advertiser is to bear the cost of producing the necessary artwork and of any substantial modifications requested by the advertiser, or for which he is responsible, to the design originally agreed on.
18. Does not apply to titles whose edition-specific circulation has to be notified to the IVW (German Information Association for the Ascertainment of Distribution of Advertising Media) – see 21. For contracts involving a series of adverts, a price reduction can be claimed if the individual circulation of each edition is on average less than the guaranteed paid circulation. A reduction in circulation shall only become a shortfall justifying a price reduction if and when it exceeds the following ratios:
circulation up to 50,000 copies – 20 out of a hundred,
circulation up to 100,000 copies – 15 out of a hundred,
circulation up to 500,000 copies – 10 out of a hundred,
circulation above 500,000 copies – 5 out of a hundred.
In addition, claims for price reductions are excluded for agreements if the Publisher has notified the Customer of the reduction of the edition circulation in sufficient time for the Customer to withdraw from the contract prior to the publication of the advertisement. Any further claims are excluded.
19. In the case of box number advertisements the publishing house exercises the diligence and care of a prudent businessman when it comes to safekeeping and passing on the offers in good time. Recorded deliveries and express letters in response to box number advertisements will be sent on by normal post. Replies to box number advertisements will be kept for four weeks. Replies that have not been collected within the time will be destroyed. The publishing house will return valuable documents without being obliged to do so. The publishing house can, by individual contract, be granted the right, as an agent, to open the incoming offers instead of and in the explicit interest of the advertiser. The publishing house is not obliged to pass on offers of people trying to sell their wares and offers of mediation.
20. Artwork will only be returned to the advertiser if this has been specifically requested in writing. The publishing house is only obliged to keep such artwork for a period of three months from the time that the advertisement appeared in print and in the case of contracts from the time that the last advertisement appeared in print.
21. Place of jurisdiction and place of performance is the office of the publishing house.

Additional General Terms and Conditions of the Publisher

- a) The General and Additional Terms and Conditions of the Publisher apply by analogy to orders for supplements, appendages and technical special designs.
- b) Each order shall only become legally valid after written confirmation by the Publisher.
- c) Advertising agencies and advertising brokers are obliged to adhere to the Publisher's price list with regard to their offers, contracts or invoicing with clients. Remuneration for mediation paid by the Publisher to advertising agencies may not be passed on to the Customer in whole or in part.
- d) If the advertisement price list is altered, the new conditions will immediately enter into force and apply even to current advertisement orders.
- e) If a joint discount is claimed for associated companies, written proof of associated status will be required from advertisers. Associated companies are defined for the purposes of this provision as companies linked by a financial shareholding of at least 50 percent. Confirmation of the associated status of capital companies shall be provided by an accountant or through presentation of the last annual report. Partnerships shall prove associated status by presenting their certificate of registration. The report/certificate must be presented by the end of the insertion year. Presentation after this deadline will not result in retrospective recognition. Group discounts must always be expressly approved in writing by the Publisher. Group discounts are only granted for the duration of associated status. In the event of termination of associated status, the Publisher must be informed immediately. Termination of associated status will also result in the termination of group discounts.
- f) Inserts are loose, printed items supplied by the Customer for inclusion with the journal. Inserts that combine advertisements from several Customers with a common theme (joint advertising) are possible subject to special agreement.
- g) Appendages are printed items supplied by a Customer that are securely attached inside the journal. Inserts that combine advertisements from several Customers with a common theme (joint advertising) are possible subject to special agreement.
- h) Appendages that due to their design are not recognisable as advertisements must include the word »Advertisement«. The precise details can be worked out once a sample has been presented.
- i) The Customer is solely responsible for the content and legality of the text and images supplied for insertion. The Customer is responsible for releasing the Publisher from any third-party claims that arise against the Publisher following execution of the order, even if it is cancelled. The Publisher is not obliged to check orders and advertisements for infringement of third-party rights. If cancelled advertisements are published, Customer claims shall only result from within the framework of point 10 (above) of the General Terms and Conditions of Business.
- j) In the event of business disruptions or interventions by force majeure (e.g. industrial disputes, confiscation, etc.), the Publisher shall be entitled to full payment for the published advertisements if the orders are fulfilled with 80% of the guaranteed paid circulation underlying the price of the advertisements. Lower fulfillment shall be invoiced on the basis of the thousand-page price as per the guaranteed paid circulation in the price list.
- k) The duty to store print materials shall end three months after publication of the respective advertisement insofar as no other agreement has been explicitly made
- l) Providing more than two colour templates, late delivery of the print matter, and requests for print alterations to the template may affect placement and print quality. Any resulting claims can only be asserted within the framework of point 10 (above) of the General Terms and Conditions of Business. The Publisher reserves the right to invoice the Customer for any additional costs incurred.