

Terms and conditions for print and online advertisements and third party inserts

1. These terms and conditions apply to contracts for advertisements and third party inserts in print (magazines and newspapers) and online (for example, website and newsletter banners, etc.) between Reitmeier Input Management Services GmbH – Research & Results, Directors: Hans Reitmeier, Heinrich Fischer, Martin Sippel, Haldenbergerstr. 28, 80997 Munich, Germany, telephone: +49 (0) 89-14 90 279-0, fax: +49 (0) 89-14 90 279-29, e-mail: info@research-results.de – hereafter referred to as the publisher – and the client – hereafter referred to as the client.
2. An advertisement order according to these terms and conditions is the contract for the publication of one or more print or online advertisements for the purpose of advertising/information for clients and third parties, or the contract for the placing of an insert in magazines/newspapers.
3. The advertisement order shall come into effect when the booking is made by the client (offer) and the booking is confirmed in text or electronic form by the publisher (acceptance). Advertisement orders may be placed in person, by telephone, in writing, by email, fax or via the internet. The order shall only come into effect when the publisher has confirmed the order in writing or by email, unless there is another agreement between the publisher and the client.
4. In case of doubt, advertising orders shall be released for publication within a year of the conclusion of contract, unless otherwise stipulated by contract. In these cases the advertisement must be submitted and published by the time limit specified in the contract. If the right to release individual advertisements is granted under the terms of the contract, the order must be processed within a period of one year following the appearance of the first advertisement, provided that the first advertisement is released and published within the time period stipulated in Clause 4, Sentence 1. This applies also for the placing of online banners, in the absence of explicit time limits. If no time limits are agreed, the publisher has the right to publish the advertisements at its discretion.
5. When entering into contracts the client may enquire whether it is possible for further advertisements or online advertisements to be released within the agreed time limit in addition to the number stipulated in the contract.
6. Orders for advertisements and third party inserts which are expressly for publication in specific issues, specific editions or in specific places in the publication must be submitted to the publisher with sufficient time for the client to be informed before the advertising deadline, in case it is not possible to place the order in the manner requested. The publisher can set a binding deadline for this purpose. Classified advertisements are printed in the appropriate section, without a need for this to be specified in the agreement. As the section for advertising in these magazines is set and broken down according to typographical criteria, the publisher reserves the right to observe certain rules for the setting of specific classified advertisements. Exact placement instructions are only valid when confirmed in writing by the publisher.
Online advertisements are published according to the appropriate contractual specification for the medium involved. As with print issues, the agreed deadlines as well as the permitted submission channel must be adhered to.
7. Advertisements which due to their editorial appearance are not clearly recognizable as such will be identified with the word “Advertisement” by the publisher. The publisher reserves the right to identify in the same way online advertisements or those only designed for online advertisements within the space booked. The client hereby agrees that the advertisement may be altered in this way. The publishers shall try, without admitting any legal obligation to do so, to keep this indication in accordance with the style of the online advertisement.
8. The client shall be responsible for the content and the legal admissibility of the texts and images they make available for the advertisements. In this respect the client releases the publisher from any liability towards third parties. The publisher shall be entitled to demand the client’s support in case of legal action.
However, the publisher reserves the right to reject advertisement orders, individual advertisements within the context of the contract, and insert orders on account of content, origin or for technical reasons according to the publisher’s uniform, objectively justifiable principles, and if the content violates laws or official regulations or if a publication is unacceptable for the publisher. This applies also for orders which are placed at branches, agencies or with representatives.
Insert orders are only binding upon presentation of a sample/the file and the publisher’s approval thereof.
Inserts which due to their format or layout give the reader the impression of being part of the newspaper or magazine or contain third party advertising are not accepted for this reason and are not permissible. The publisher shall be entitled but not obliged to alter the advertisement or remove the third party advertisements in these cases, without the client being entitled to termination/withdrawal or a reduction in the price. This applies equally to online advertisements.
If the order is rejected the client shall immediately receive notice from the publisher. The publisher also has the right to limit the use of online hyperlinks, if the linked website violates laws or official regulations or if the link is not acceptable to the publisher. This also

applies if the linked website is linked to further websites which violate laws or official regulations or are not acceptable to the publisher. In these cases the online advertisements will be run without the link for as long as the situation persists; in these cases the client is not entitled to terminate/withdraw the advertisement and is obliged to pay the full price for the online advertisement.

9. In order to avoid confusion with private advertisements, business advertisements must be clearly recognisable as such, for example, with a label. The use of labels is entirely at the risk of the client. The client shall be responsible for releasing the publisher from any claims by third parties which may be brought against the publisher as a result of insufficient labelling.

10. The publisher assumes no responsibility for inserts in specific areas and the loss of inserts during distribution. Location requests cannot be taken into consideration. It is possible to publish a note about the insert in the editorial portion of the publication, which apart from indicating the company name shall carry no advertising. There shall be only one company per insert. The agency fee for advertising agencies is 15% of the client fee for inserts. It is not possible to include insert orders in advertisement orders.

11. The client shall be responsible for the punctual submission of the advertisement text, for flawless print documentation and for files for online advertisements. For digital media the publisher shall inform the client of the permitted data media devices and data formats. The publisher will demand immediate replacements for clearly inappropriate or damaged documents. The publisher guarantees the normal printing standards within the possibilities afforded by the printed documents. With regard to online advertisements, the technical internet standard at the time of the order shall apply.

12. If there are no specific indications regarding size, the printing size common for the type of advertisement will be taken as the basis for calculation.

13. Advertising agents and agencies are obliged to adhere to the publisher's price list in the offers, contracts and invoices to advertisers. The commission granted by the publisher shall not be passed on either wholly or in part to the client. Unless otherwise specifically agreed, the new conditions of any changes in advertising rates shall also apply to existing orders. The agency fee is 15 % of the net amount paid by the client for advertisements, inserts, and advertising banners.

14. Discounted advertisements can only be contracted with one and the same natural or legal person. Any claim to a retroactive discount shall cease to apply if it has not been made by a month after the end of the annual period. Discounts for quantity and number of adverts do not apply to those whose tariff does not provide for a discount. It is not permissible for advertisements at a reduced basic price whose tariff does not provide for a discount to benefit from a reduction on the full basic price or to include such advertisements in an ongoing discount based on the full basic rate.

On request, recruitment agencies and personnel consultants may receive rewards for job advertisements. These rewards are offered on an entirely voluntary basis by the publisher; no rights thereto exist. The publisher reserves the right to grant special prices for advertisements in inserts, in special issues and on composite pages. Third parties have no rights to these prices.

15. If the client does not make payment in advance, the invoice for print issues will as a rule be sent one week and in all other cases immediately prior to the appearance of the advertisement. The invoice is payable within the time limit indicated on the price list and calculated from the date of the invoice, unless another deadline or payment in advance has been agreed. Any reductions for early payment may be given according to the price list. For longer online campaigns the publisher is entitled to issue and require settlement of an interim invoice based on the time passed.

16. Interest and collection costs shall be charged for late and deferred payment. The publisher may postpone the completion of a current order until payment has been made and require prepayment for the remaining advertisements. If there is any reasonable doubt concerning the client's ability to pay, the publisher is entitled to make publication of further advertisements, even during the term of an advertising agreement, dependent on the prepayment of the amount and the settlement of outstanding invoices. Collection costs are charged at € 2.00 per collection notice.

17. The publisher may supply specimen copies on request. Depending on the nature and scope of the advertising order, the specimens shall be delivered as clippings, full pages or entire issues. If a specimen is no longer available, the publisher shall instead provide a legally binding declaration confirming that the advertisement has been published and circulated. For online advertisements it is not possible to provide proof, but a legally binding declaration is available on request.

18. Any costs for the production of any significant alterations requested by the client to the order previously agreed upon shall be borne by the client.

19. In the event of a reduction in circulation, a client may be entitled to a reduction in price in respect of a contract for a series of advertisements, provided that the average circulation during the year was actually below that stated in the price list or in another form – or if no circulation is stated – the average circulation of the previous calendar year. A reduction in circulation shall only be deemed to be a deficit which entitles the client to a reduction in price if it amounts to:

- 10 % of a circulation of up to 500,000 copies
- 5 % of a circulation of more than 500,000 copies

In addition, no reductions in price can be applied if the publisher gives sufficient prior notice of a reduction in circulation to enable the client to be able to withdraw the advertisement.

20. For box number advertisements, the publisher exercises the diligence of a business professional when dealing with and forwarding any offers. Registered and express letters addressed to mail box advertisements shall be forwarded only using regular post. Any incoming letters for box account advertisements shall be retained for four weeks. Replies that remain uncollected within this period shall be destroyed. The publisher will return valuable documents without being obliged to do so. The publisher may be granted the right on an individual contractual basis to open incoming offers on behalf of the client and in their declared interest. Letters which exceed the permitted DIN A4 format, as well as goods, books, catalogues and packages will be neither accepted nor forwarded. By way of exception, reception and forwarding of such items may be agreed to if the client bears the fees/costs incurred.

21. Print material will only be returned to the client if specially requested. Any obligation to keep the said material will cease three months after the order has been completed. It is not possible to retain electronically transmitted advertisements.

22. Letters sent to box number advertisements are kept for collection for up to four weeks after publication of the advertisement or sent to the client using normal postal service (even if the letters were sent to the publisher using express or registered mail). When this period has expired the letters are destroyed. Letters weighing over 500 grams or larger than DIN A4 and goods, books, catalogues, and advertising material as well as packages/parcels will be kept for collection and not forwarded. The publisher reserves the right not to forward obviously commercial offers, unless provided with clear written instructions to do so from the client. The client may authorize the publisher to open replies to box number advertisements on behalf of and with the explicit consent of the client.

23. The advertisement order can only be terminated in writing, by fax or email within the closing dates published in the price list. If the advertisement has already been sent to the printer, the client shall be obliged to pay for the advertisement. Otherwise the publisher may demand the reimbursement of any costs incurred up until the cancellation in accordance with statutory regulations.

24. Claims in respect of obvious shortcomings must be asserted by clients as traders within two weeks of receipt of invoice. Claims in respect of shortcomings which are not obvious must be made by traders within one year of publication of the advertisement. In the event of the faulty printing of an advertisement in spite of punctual delivery of error-free printing copies the client may demand a correct replacement advertisement. Entitlement to substitute performance is excluded if this should incur unreasonable costs for the publisher. Should the substitute performance not be executed by the publisher within a reasonable period set for this purpose, or should the substitute performance be unacceptable to the client, or should it fail, the client shall be entitled to cancel the contract or to claim a deduction in price to the degree in which the purpose of the advertisement was impaired. Guarantee claims from traders shall lapse 12 months after publication of the corresponding advertisement.

25. If the client does not adhere to the recommendations provided by the publisher regarding the creation and transmission of digital copy, they are not entitled to any claim due to faulty publication of the advertisement. This also applies if the client does not adhere to other provisions in these terms and conditions/price list. The client shall be liable for ensuring that transmitted computer files are free from viruses. Files with computer viruses may be deleted by the publisher, without this giving rise to any claim on the part of the client. In addition, the publisher reserves the right to claim damages for any additional loss suffered as a result of computer viruses transmitted to it by the client. The publisher accepts no liability for the unlawful use of online advertisements by third parties, such as through the use of the copy/paste function. Such liability is not possible due to the nature of the internet and the nature of digital data. In addition, the publisher shall not be liable for the registration of online advertisements on search engines and cache services, such as Google, which may store a copy of a website for a lengthy period, or on servers and third party web content over which the publisher has no influence, such as blogs, Facebook, etc.

26. If an advertisement is illegibly, incorrectly or incompletely printed, the client has a right to claim a replacement advertisement in good condition, but only to the extent that the advertisement was impaired. Should the publisher not remedy the defect within a reasonable time or if the replacement advertisement is not in perfect condition, then the client has a right to a reduction in price or a cancellation of the contract. The usual statutory provisions for guarantees apply. If the incorrect printing of the advertisement results from faulty documentation submitted by the client which only comes to light during printing, then the client has no right to the claims of the guarantee.

27. The publisher shall only be liable for damage caused intentionally or through gross negligence, for damage resulting from culpable harm to life, body or health and for damage resulting from at least a slightly negligent breach of duty, whose fulfilment enables the proper implementation of the advertising contract and whose breach endangers the purpose of the contract and the observance of which the client may normally rely on. Apart from liability for deliberate acts and culpable harm to life, body or health, liability for damages is limited to predictable and typically occurring damage. In all other cases, the assertion of claims for damages against the publisher is excluded, irrespective of the legal basis. In as far as the liability of the publisher is excluded or restricted in accordance with the foregoing provisions, this also has validity for the personal liability of its employees, representatives and vicarious agents. The liability for damage claims under the German Product Liability Act remains unaffected. Other claims for damages by traders against the publisher shall expire twelve months after the point in time when the client gains knowledge or should have gained such knowledge of the circumstances which give grounds for the assertion of the claim.

28. The publisher reserves the right to publish and give online access to print media together with advertisements and inserts. This right does not apply if another contractual agreement has been made. In the case of online distribution this may mean but is not limited to making the magazine available as a PDF file on the internet, an HTML website, the transmission as a digital file, etc. In these cases the publisher shall accept no liability for the unlawful use or storage on third parties' caches or websites, as in Clause 25.

29. The publisher's registered office is the place of performance. The place of jurisdiction for business transactions with business people or legal entities under public law or special funds under public law shall be the publisher's registered office. The law of the Federal Republic of Germany is applicable, excluding the UN sales convention. In case of legal invalidity of individual parts of the above conditions, the remaining conditions shall remain fully in force. Any invalid provisions that may occur shall be substituted by the statutory regulations.

September, 2016