

General terms and conditions for print media advertising

§ 1 Scope, individual agreements

(1) The following terms and conditions apply to contracts between the customer and Condé Nast Verlag GmbH, Oskar-von-Miller-Ring 20, D-80333 Munich (hereinafter the “**publishing house**”) for the production and/or publication of one or more advertisements, including creative solutions (hereinafter jointly the “**advertisements**”), in magazines of the publishing house (hereinafter “**advertisement placement order**”). In addition, these terms also apply to contracts for ad specials (such as, for example, loose inserts, bound inserts or insert stickers). Online advertisement and Custom Solutions shall be governed by distinct terms and conditions.

(2) Any individual agreements made with the customer shall prevail over these general terms and conditions.

§ 2 Call period

Advertisements are to be called up for publication within a year after the publication of the first advertisement.

§ 3 Quantity Reduction

The customer qualifies for the discount corresponding to the actual acceptance of advertisements within a period of one year in accordance with § 2. If the customer was accorded a discount on the advertisement rate based on the amount of the advertisements ordered by him and if an advertising order is not fulfilled due to circumstances represented by the customer or that lie within his area of risk, then the customer must repay the publishing house without prejudice to further legal obligations the difference between the discount granted and the discount in accordance with the actual acceptance of advertisements.

§ 4 Conclusion of contracts, placement of advertisements and ad specials, first day of sale, covermounts/wraps

(1) Unless stated or agreed otherwise, all offers by the publishing house are without commitment and an advertisement placement order becomes effective when the publishing house confirms the customer’s request in writing but at the latest when the publishing house publishes the advertisement. Contracts for ad specials shall only be binding for the publishing house after a sample has been presented and approved.

(2) If the publishing house has not agreed expressly in writing on a definite advertisement placement or the inclusion of ad specials at certain places at the conclusion of the contract, there will be no claim for the inclusion of advertisements or ad specials at certain places in the magazine. The publishing house accepts no liability for adherence to a stipulated placement if the customer delivers the printing documents and/or ad specials after expiration of the period set out in the rate card as applicable at the time of the advertisement placement order and as published for each print title at www.condenast.de or sent to the customer by the publishing house at the customer’s request (hereinafter the “**rate card**”) and adherence to the placement is no longer possible for the publishing house for this reason or only possible at an unreasonable expense.

(3) Unless expressly stated or agreed otherwise, any information provided by the publishing house about the first day of sale is without commitment.

(4) The publishing house reserves the right to at any time add a wrap and further products to the magazine for increasing its attractiveness and sales figures. Where any advertisement, especially on the fourth cover page, is wholly or partially hidden for such reason until the wrap is opened or the further product has been removed, the customer will not be entitled to any claim against the publishing house, especially for reduction of the advertisement rate or damages, on such grounds.

§ 5 Rejection of advertising orders, identification of advertisements

(1) The publishing house reserves the right to refuse to fill advertising orders - even individual releases - due to content, origin or technical form of the advertisements in accordance with standard, objectively justifiable principles of the publishing house, when the advertisements infringe on the law, official provisions or morality according to the best judgment of the publishing house or their publication is unacceptable to the publishing house. The customer is immediately notified of the refusal.

(2) Advertisements that are not clearly recognizable as advertisements due to their editorial form are indicated as such by the publishing house with the word “Anzeige” [advertisement].

§ 6 Customers’ responsibility for content and admissibility, indemnification clause, advertisements for pharmaceuticals and drugs

(1) The customer bears sole responsibility for the content and legal conformity of the text and picture material submitted for placement.

(2) The customer releases the publishing house from any claims by third parties made against the publishing house on the grounds of the fulfilment of the advertisement placement order and is liable to the publishing house for any damages which might arise from the assertion of such claims, unless the customer is not responsible for the cause of the third party claims and/or the claims accruing to the publishing house.

(3) The publishing house is not bound to verify whether the advertisement placement orders received might infringe the rights of third parties. The placement of advertisements for medicinal products and remedies is dependent upon the customer’s written promise that the advertisement is admitted under the law and/or by having the legal conformity of the advertising material verified by an expert at the customer’s expense.

§ 7 Grant of rights for publication in electronic editions

In addition to its publication in the printed edition the publishing house has the right to publish the advertisement in any electronic and/or interactive edition/application of the magazine (for example as facsimile, e-paper, magazine preview, e-book edition, in an online archive, on CD ROM, DVD, application e.g. for smartphone, tablet or similar) (hereinafter the “**electronic edition**”), in particular, and without any limit as to time, to reproduce, disseminate, transmit, broadcast, make available to the public or retain in a database for retrieval, the advertisement for this purpose. The publishing house shall be under no obligation to publish the advertisement in an electronic edition.

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§ 8 Customers' obligation to cooperate, submitting print documents, proofs, faulty print documents and proofs

(1) The customer is solely responsible for submitting the advertisement copy, error-free printed material or ad specials in accordance with the specifications set out in the rate card. No proof will be required for order processing in cases where the print documents are submitted in digitalized form via the DUON portal (www.duon-portal.de). Where the data are submitted in other form, a color-consistent proof in compliance with the standards specified by the publishing house in the DUON portal shall be submitted additionally.

(2) The customer has to submit the print documents within the deadlines stipulated in the rate card. Modifications after these deadlines, particularly with regard to size, format or color, are not possible.

(3) The publishing house will prepare and alter print documents or prepare proofs only in the exceptional case and only against separate invoice.

(4) The publishing house will reproduce the advertisement free from print errors, within the tolerances customary in the industry, to the extent that the print material provided by the customer permits this. In the event of complaints concerning the color, a reference proof produced by the publishing house in accordance with the standards defined in the DUON portal shall serve as basis for the optical and metrological evaluation. The publishing house's liability for defects in the case of poor print quality shall no longer apply to the extent said defect is due to shortcomings in the print material provided by the customer and they only appear when reproduced or printed. Further, the liability for color deviations shall be excluded to the extent that such deviations are due to any failure by the customer to submit the necessary proofs, or to submit them in compliance with the standards laid down in the DUON portal. The publishing house is not responsible for poor print quality due to late delivery of the print material.

(5) Creative solutions are governed by § 9 hereof

§ 9 Customer's obligation to cooperate

The customer must comply with the deadlines for the briefing, including, where applicable, the submission of picture and press material, for coordination with the publishing house upon receipt of the layout and text proposal, and for the final layout approval. Except where different deadlines were individually agreed at the conclusion of the contract, the deadlines defined for each print title in the offer will apply; where no deadlines have been defined in the offer, the deadlines defined on the website www.condenast.de will apply. If deadlines shorter than those defined in the creative solutions showroom are individually agreed at the conclusion of the contract, the customer shall not have a right to publication in the respective edition of the print title in the event of a delayed briefing and/or late submission of picture and press material past the agreed deadline. The publishing house remains entitled to payment of the agreed price; any expenditures as may have been saved will be treated in accordance with the applicable laws. Alternatively, the publishing house in any such case will have the right but no obligation to postpone the publication to the next edition of the print title against payment of the full price, unless this is not reasonably acceptable for the customer.

§ 10 Delayed publication

If the legal prerequisites are met the customer may withdraw from the contract in the event of delayed publication of an advertisement, unless the delay is not attributable to the publishing house. In particular, the publishing house is not responsible for any delayed publication that is due to the customer's late cooperation in accordance with § 9(1). The liability of the publishing house for claims due to delayed publication is in compliance with §12.

§ 11 Liability for faulty goods, claim period

(1) If the published advertisement shows any defects attributable to the publishing house, the customer has the right to claim either a replacement advertisement or a reduction in the advertising rates at the publishing house's discretion. If the publishing house opts for a replacement advertisement and this does not appear, the customer is legally entitled to a reduction in the advertising rates or to withdraw from the contract.

(2) Complaints must be registered within four (4) weeks of publication of the advertisement except in the case of a hidden defect. The customer will be entitled to claims for damages and reimbursement of expenses based on defects only to the extent that the liability of the publishing house is not excluded or limited in accordance with § 12 hereof.

(3) Any claims based on defects in the published advertisement other than those stipulated in this § 11 shall be excluded.

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§ 12 Liability

(1) The publishing house shall be liable for damages caused by itself or employees if said damages are intentional or due to gross negligence. In the event of a violation of a main or an additional obligation which endangers the attainment of the purpose of the contract or the fulfilment of which directly enables the orderly execution of the contract and where the customer may be confident of its compliance (hereinafter “**essential secondary obligation**”), the publishing house’s liability at the conclusion of the contract shall be limited to predictable damage usual in contractual relations. The publishing house shall not be liable in the event of a violation of secondary obligations which are not essential secondary obligations.

(2) Liability due to intentional silence with regard to defects, the assumption of a quality guarantee, as well as liability for claims based on the German Product Liability Act or due to injury to life, limb or health are not affected by the previous article. This does not apply to a change in onus probandi to the detriment of the customer.

§ 13 Prices

The advertising rates are published in the rate card as applicable from time to time and are stated in euros, exclusive of statutory value-added tax which will be added if appropriate. The rate charged depends upon the format chosen by the customer from the rate card.

§ 14 Price alterations

Rate card amendments also apply from the date they become effective for advertising contracts that have already been concluded. However, a price increase is effective no earlier than three months before notification. If the price for an advertisement contract that has already been concluded is increased by more than 5%, the customer can withdraw from the advertising contract; the customer can withdraw from an advertising contract with several advertisements if individual advertisements are affected by the price increase in excess of 5%. The withdrawal is to be stated in writing within a month from the notification of the price increase.

§ 15 Group discounts

If a group discount has been agreed the affiliates of the group will be granted the discount in accordance with the terms of this clause. Affiliated group companies are deemed businesses in which the company with which the group discount was agreed, directly or indirectly holds the majority of voting rights. The company claiming the discount has to evidence the affiliated status within one month after the advertisement placement order, in suitable form (e.g. auditor’s or notary’s confirmation or submission of a current excerpt from the commercial register). If the proof is submitted later the discount will not be applied retroactively to advertisement placement orders made earlier. Upon the termination of the group affiliation as defined herein, the group discount will automatically cease to apply to the relevant company; any termination of the group affiliation must be notified to the publishing house in writing without delay.

§ 16 Maturity, payment period

Payment of the advertising fee becomes due on the date of publication of the advertisement. If the advertisement placement order consists of several advertisements, the fees corresponding to the individual advertisement becomes due when said advertisement is published. Invoices from the publishing house must be settled within the payment period stipulated in the rate card; payment terms commence with the date on the invoice. For the SEPA direct debit scheme, the pre-notification period is reduced to seven days.

§ 17 Default of payment, danger of return through lack of performance of the customer

(1) In the case of default or late payment, statutory default interest and statutory default fees shall be charged. The publishing house’s right to claim further compensation is not affected. In the case of late payment the publishing house, without prejudice to any further rights it may be entitled to, can suspend work on a current advertisement placement order until payment has been made.

(2) If, after signing of the contract, it becomes apparent that the publishing house’s right to payment is endangered because of the customer’s inability to pay, the publishing house is entitled to suspend work on the advertisement until the customer has settled his dues or has provided adequate security. The publishing house may set a reasonable deadline by which the customer must settle outstanding amounts or provide security for services provided at the customer’s request on a progressive basis. Upon expiry of the deadline, the publishing house is entitled to withdraw from the contract and/or to exert claims for compensation or reimbursement of expenses if the statutory prerequisites apply.

§ 18 Advertisement documents, obligation of safekeeping of print documents

(1) Upon request, the publishing house will provide proof of the advertisement together with the invoice. Depending on the type and volume of the advertisement placement order, a proof copy of the advertisement or the full page or an issue of the magazine containing the advertisement will be provided. If no proof copy is available, the publishing house will provide a legally binding statement certifying the publication and circulation of the advertisement.

(2) The obligation to keep print documents will end three months after the appearance of an advertisement. Print documents will be returned to the customer only at the customer’s request and at the customer’s expense.

§ 19 Place of fulfilment, jurisdiction, applicable law

(1) If the customer is subject to trade laws, the place of performance shall be Munich, Germany.

(2) If the customer is subject to trade laws or a legal entity under public law or if he has no general place of jurisdiction in Germany, the place of jurisdiction is Munich. The publishing house has the right, however, to sue the customer in any other jurisdiction.

(3) German law shall apply.

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