

## General terms and conditions for Custom Solutions

### § 1 Scope, individual agreements

(1) The following terms and conditions apply to contracts between the customer and Condé Nast Germany GmbH, Oskar-von-Miller-Ring 20, D-80333 Munich (hereinafter the **“publishing house”**) for the production and/or implementation of one or more individual advertisement services (e.g. a print advertisement, online advertisement and/or social media or influencer campaigns) (hereinafter jointly **“Custom Solutions”**), in print, online and/or social media 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). The publication of standard print or online advertisement the material for which is provided by the customer 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 Conclusion of contracts, placement, first day of sale, covermounts/wraps

(1) Unless stated or agreed otherwise, all offers by the publishing house are without commitment and an order becomes effective when the publishing house confirms the customer's request in writing but at the latest when the publishing house publishes the Custom Solution. Where no individual agreement has been made, the prices set out in the rate card as applicable at the time of the order and as published at [www.condenast.de](http://www.condenast.de) or sent to the customer by the publishing house at the customer's request (hereinafter the **“rate card”**) shall apply.

(2) If the publishing house has not agreed expressly in writing on a definite placement, there will be no claim for any specific placement.

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

(4) In the event of a Custom Solution that is to be published in one of its print magazines, 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.

### § 3 Rejection of orders, identification of advertisement

(1) The publishing house reserves the right to refuse to fulfill orders - including individual measures within one order - due to content, origin or technical form of the advertisements in accordance with standard, objectively justifiable principles of the publishing house, when the ways that the customer wishes of the Custom Solution to be implemented by the publishing house 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) Custom Solutions that are not clearly recognizable as advertisements due to their editorial form are indicated as such by the publishing house with the word “[magazine title (e.g. VOGUE)] Promotion” and “Anzeige” [advertisement].

### § 4 Customers' responsibility for content and admissibility, indemnification clause, advertisements for pharmaceuticals and drugs

(1) Unless individually agreed otherwise, the customer shall be solely responsible for verifying and ensuring to the Custom Solution's legal admissibility, in particular its admissibility under unfair competition law and with respect to personality rights; this shall not apply to copyrights or personality rights if and to the extent that it has been agreed that the publishing house will clear or acquire these rights during production.

(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 publication of Custom Solutions 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.

### § 5 Customers' use of Custom Solutions

(1) Unless individually agreed otherwise, the customer may only use Creative Solutions produced by the publishing house in the publishing house's media (not, however, for its own publications, company brochures, POS materials and/or online channels of the customer or third parties), only in the types of use and advertising channels expressly named in the offer or order confirmation (whichever forms the basis of the agreement) (e.g. a promotion ad in a specific magazine of the publishing house, a specific defined Instagram accounts, certain defined POS material) and only for the agreed campaign period or publication period of the Custom Solution. The customer does not acquire any rights of use beyond this.

(2) If it has been agreed that one or more advertising measures within the scope of a Custom Solution are to be adapted by the customer (e.g. material bearing logos of the publishing house, templates) or integrated into media or advertising measures of the customer (e.g. as a sticker or as part of POS equipment), prior approval of the publishing house must be obtained by the customer for each implementation.

### § 6 Grant of rights for publication in electronic editions of the publishing house

Insofar as the customer provides content (e.g. text or image material) for the Custom Solution, the customer shall ensure that the publishing house is entitled to use such content as part of the Custom Solution in any electronic and/or interactive edition/application of the agreed publication (e.g. print magazine, 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.

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### **§ 7 Customers' obligation to cooperate and rules for photo shoots for Custom Solutions**

(1) The customer must comply with the deadlines for the briefing, including, where applicable, the submission of image and text 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 agreed at the conclusion of the contract, the deadlines specified in the offer shall apply; if no deadlines have been specified in the offer, the deadlines specified on the website [www.condenast.de](http://www.condenast.de) shall apply. If deadlines shorter than those have been individually agreed at the conclusion of the contract, the publishing house shall not be obligated to publish the image and text material in the agreed edition of the medium in the event of a late briefing and/or late delivery after expiry of the agreed deadlines. 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.

(2) Where a photo shoot for a Custom Solution was agreed upon, a representative of the customer, who is present on set, will choose the photos to be included in the Custom Solution's layout from a selection of pictures, together with the publishing house. Notwithstanding the foregoing sentence, it may also be agreed, provided that the necessary technical equipment is available on set, that the photos for this selection will be sent to a different place via electronic data transmission to an appointed representative of the customer, who is on standby during the shoot. The selection is bindingly agreed upon during the shoot. Subsequent changes are only possible by separate agreement, and they will be charged separately. The foregoing does not apply if it has been agreed that the selection of photos will take place after the shooting; in this case, the customer shall make the selection within 48 hours from transmission of the photos by the publishing house by electronic data transmission, unless another period has been agreed. If the customer fails to comply with the obligation to cooperate, the publishing house will select the pictures at its own discretion in accordance with the contractual agreements. If outdoor shooting is impossible due to bad weather conditions, an alternative shoot (in a building or at a weatherproof location, for example) will be planned on location by mutual agreement, considering the on-site possibilities. A reshoot on another day is only possible by separate agreement and will be charged separately.

### **§ 8 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 § 7. The liability of the publishing house for claims due to delayed publication is in compliance with § 10.

### **§ 9 Liability for faulty goods, claim period**

(1) If the published Custom Solution shows any defects attributable to the publishing house, the customer has the right to claim either a replacement or a reduction in the price at the publishing house's discretion. If the publishing house opts for replacement and replacement fails, the customer is entitled to a reduction in the price or to withdraw from the contract subject to the applicable provisions of the law.

(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 § 10 hereof.

(3) Any claims based on defects in the published advertisement other than those stipulated in this § 9 shall be excluded.

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### **§ 10 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.

### **§ 11 Prices**

The prices (including production cost, if applicable) 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.

### **§ 12 Price alterations**

Rate card amendments also apply from the date they become effective for contracts that have already been concluded. However, a price increase is effective no earlier than three months before notification. If the price for a contract that has already been concluded is increased by more than 5%, the customer can withdraw from the contract; the customer can withdraw from an 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.

### **§ 13 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 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 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.

### **§ 14 Maturity, payment period**

Payment of the fee becomes due on the date of publication of the Custom Solution. If the order consists of several measures, the fees corresponding to the individual measure becomes due when said measure is published, if individual prices have been agreed for individual measures; otherwise the entire fee becomes due upon the publication of the first measure. 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.

### **§ 15 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 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.

### **§ 16 Supplementary application of terms and condition for print or online advertising**

Insofar as individual agreements or the provisions of these terms and conditions do not provide otherwise, the provisions of the general terms and conditions for print advertising or online advertising shall apply in addition.

### **§ 17 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.

Last updated: October 2018