

Research & Results

General terms and conditions for advertisements and third-party supplements for print and online media

1. These terms and conditions of Reitmeier Input Management Services GmbH – Research & Results [hereinafter referred to as Publisher], managing directors: Hans Reitmeier, Heinrich Fischer, Martin Sippel, Haldenbergerstr. 28, 80997 Munich, Germany, apply to advertisements and third-party supplements for print media (magazines and newspapers) as well as online advertisements (for example banners on the website, banners in the newsletter, etc.). The customer will henceforth be referred to as Customer.
2. An advertisement order in the sense of the following GTC is a contract governing the publication of one or several advertisements in print or online media for the purpose of reaching out to / informing customers and third parties, or a contract governing the inclusion of a supplement in magazines/newspapers.
3. In case of doubt, advertisements shall be called for within one year after the publishing agreement is concluded. In these cases, the advertisement must be submitted and published according to the contractual deadline. If the right to call for individual advertisements is reserved in the context of an agreement, the order shall expire within one year after the appearance of the first advertisement as long as the first advertisement is called for and published within the period named in Sentence 1. This applies accordingly to the placement of banners in online media, provided no explicit time period has been agreed on. If no deadlines have been agreed on, the Publisher has the right to publish the advertisements at his discretion.
4. On conclusion of a contract, the Customer can also inquire whether in addition to the number of advertisements mentioned in the order, additional advertisements / online campaigns can be run within the agreed deadline or the deadline specified under Clause 3.
5. If an order is not filled for reasons that are not the fault of the Publisher, the Customer, without prejudice to any additional legal obligations, shall pay the Publisher the difference between the promised discount and the discount corresponding to the actual purchase. This payment is not required if the non-fulfilment is due to force majeure within the risk area of the Publisher.
6. When calculating the purchase quantities, text millimetre lines shall be converted to advertisement millimetres according to the price. For online advertisements, the vertical and horizontal pixel units are determined using the price lists.
7. Orders for advertisements and supplements which are expressly to be published exclusively in specific numbers, issues or in specific places of the publication must be received by the Publisher in sufficient time so that the Customer can be informed before completion of the advertisement if the order cannot be executed in this manner. The Publisher can set a firm deadline for this. Categorized advertisements shall be printed in their respective categories without requiring this to be expressly agreed upon. Online advertisements will be published in the corresponding medium according to the contractual provision. As with print media, the agreed deadlines must be observed and the agreed publication medium must be used.
8. Full-position advertisements are advertisements that border the text on at least three sides and do not border other advertisements. Advertisements which are not recognisable as advertisements due to their editorial form will be clearly indicated as such by the Publisher with the word "Advertisement". Furthermore, the Publisher reserves the right to mark advertisements that are also or only intended for online campaigns with the same designation within the booked advertisement size. The Customer hereby gives his consent that the advertisement may be changed accordingly; however, the Publisher will do his best, without any legal obligation, to keep the designation in style with the advertisement.
9. The Publisher reserves the right to refuse advertising orders – also individual publications as part of a contractual agreement – and supplement orders due to their content, origin or technical format in line with uniform, objectively justifiable principles if their content violates laws or official

regulations or if their publication cannot be reasonably expected from the Publisher. This also applies to orders placed with branches, agencies or representatives. Supplement orders are only binding for the Publisher if a sample of the supplement has been received and approved.

Supplements whose format or presentation create the impression in the reader of being part of the newspaper or magazine or include outside advertisements, will be refused on these grounds. The Customer will be informed about the refusal immediately. Similarly, the Publisher has the right to limit the use of hyperlinks in online advertisements, provided the linked site violates laws or official regulations or if the Publisher cannot be reasonably expected to accept the link. This also applies if the linked site contains links to sites that are in violation with laws or official regulations or if these sites are unacceptable to the Publisher. In these cases, the online campaign will be run without the link as long as the condition persists. The customer shall neither be entitled to a price reduction nor have a right to termination/withdrawal, but is rather obliged to pay the full price for the campaign.

10. The Publisher is not obliged to check the advertisement or online campaign to ensure it does not violate third-party rights. The Customer hereby indemnifies the Publisher against third party claims. The Publisher is also entitled to demand that the Customer be held liable in the event of a claim.
11. Supplement orders are only binding for the Publisher if a sample/file of the supplement has been received and approved. Supplements whose format or presentation create the impression in the reader that they are part of the newspaper or magazine or include outside advertisements are not permitted. In these cases the Publisher is entitled but not obliged to change the advertisement and/or remove the outside advertisement and then publish the advertisement without the Customer being entitled to terminate/withdraw from the contract or demand a price reduction. This applies accordingly to online advertisements.
12. The Customer is responsible for the timely delivery of the advertising copy and error-free print documents, supplements and files for the online advertisement. In the case of digital media the Publisher shall inform the Customer of the possible data media and file formats. In the event of unsuitable or damaged documents the Publisher shall immediately request replacements. The Publisher guarantees that the print quality will correspond to the standard quality of the respective advertisement within the limits of the print documents provided. As for online advertisements, the technical standard of the Internet at the time of the contract shall apply.
13. In case of illegible, incorrect or incomplete printing of the advertisement, in whole or in part, the Customer is entitled to reduce payment or to an error-free replacement advertisement, but only to the extent to which the purpose of the advertisement was impaired. If the Publisher allows a reasonable time period set for this purpose to pass or if the replacement advertisement again contains errors, the Customer has the right to reduce payment or to cancel the order. Claims for damages arising from positive breach of obligation, negligence in contracting and mishandling are excluded - including orders placed by telephone. Claims for damages due to impossibility of performance and delay are limited to replacement of predictable damages and to the compensation to be paid for the affected advertisement or insert. This does not apply to intentional and gross negligence of the Publisher, its legal representatives and subcontractors. The liability of the Publisher for damages due to lack of promised characteristics shall remain unaffected. The Publisher is also not responsible for the gross negligence of subcontractors in commercial transactions; in all other cases the liability for gross negligence with respect to businesspersons is limited to the scope of the predictable damages up to the amount of the cost of the affected advertisement. All complaints – except for non-obvious defects – must be raised within four weeks after receipt of invoice and sample. In the case of online advertisements, the complaint must be raised within three weeks from publication. If banner advertisements in newsletters are published incorrectly, the Customer has the right and duty to demand a re-run. The Customer is only entitled to withdraw from the contract and demand a price reduction if the banner is again published incorrectly.
14. Test prints will only be provided on request. The Customer is responsible for the correctness of returned test prints. The Publisher shall take into consideration all error corrections which are communicated to him within the period established when the test print is sent out.

15. If no specifications are provided as to size, the calculation shall be based on the standard actual font size according to the type of advertisement.
16. If the Customer does not pay in advance, the invoice will be issued immediately or within 14 days after publication of the advertisement. The invoice shall be paid within the current period as shown in the price list unless a different payment period or prepayment is agreed upon in individual cases. Any discounts for early payment are granted according to the price list. In the case of longer lasting online campaigns, the Publisher is entitled to issue an interim invoice based on time elapsed and demand its payment.
17. If payment is delayed or deferred, interest and collection costs shall be added. In case of delayed payment, the Publisher can hold back further execution of the current order until payment has been made, and can demand prepayment for the remaining advertisements. In case of reasonable doubt of the Customer's ability to pay, the Publisher shall be entitled to make the appearance of further advertisements dependent on prepayment of the amount and the settlement of any open invoice amounts, even within the duration of an advertisement contract and without regard to the originally agreed-upon payment terms. The expenses for reminders amount to 10.00 Euro per reminder.
18. The Publisher shall deliver a sample of the advertisement with the invoice on request. Depending on the type and scope of the advertisement order, excerpts, sample pages or complete samples may be delivered. If a sample can no longer be obtained, the Publisher shall provide instead a legally binding certification of the publication and distribution of the advertisement. In the case of online advertisements, no proof is possible. Upon request, the Publisher will therefore issue a legally binding certification.
19. Costs for the production of requested print documents and for significant changes desired or caused by the Customer to the advertisements originally agreed upon shall be borne by the Customer.
20. In case of an agreement for multiple advertisements, a price reduction can be claimed due to a reduced edition size if the average edition size for the entire supplementation year, beginning with the first advertisement, is below the average edition size cited in the price list or in some other manner or – if an edition size is not cited – the average purchased edition of the last calendar year. A reduced edition is only deficient enough to justify a price reduction if it amounts to
 - 10% for an edition of up to 500,000 copies
 - 5% for an edition of greater than 500,000 copies.

In addition, claims for price reductions are excluded for agreements if the Publisher has notified the Customer of the reduction of the edition in sufficient time for the Customer to withdraw from the contract prior to the appearance of the advertisement.

21. For advertisements with box numbers, the Publisher shall apply the diligence of a conscientious business person for the safekeeping and timely forwarding of offers. Registered and express mail in response to such advertisements shall be forwarded using standard mail only. Responses received to advertisements with box numbers shall be retained for four weeks. Replies not retrieved within this period shall be destroyed. The Publisher shall return valuable documents, but is not obligated to do so. In a separate contract, the Publisher can be granted the right to open incoming mail on behalf and in the interest of the Customer. Letters that exceed the permitted format DIN A4 (weight 1,000 g) as well as goods, books, catalogues and packages shall not be accepted or forwarded. Acceptance and forwarding, however, can exceptionally be agreed on if the Customer agrees to pay the postage/costs.
22. Print documents are returned to the Customer on express request. The obligation of retention shall end three months after the order is completed. Electronically transmitted advertisements cannot be retained.

23. The Publisher assumes no liability for the illegal use of online advertisements by third parties, for example by copy and paste. Such liability is not possible due to the nature of the Internet and digital data. Furthermore, the Publisher does not accept liability for the recording of online advertisements by search engines and cache services (e.g. Google) that may store a copy of the website for a longer period, as well as for servers and web content of third parties on which the Publisher has no influence (e.g. blogs, Facebook, etc.).
24. The Publisher also has the right to publish online and make available print media including advertisements and supplements. This right does not exist if a contrary contractual provision has been made. In the case of online distribution this may include but is not limited to making available the magazine as a PDF file on the Internet, an HTML website, sending the content as a digital file, etc.
In these cases the Publisher does not assume any liability for the illegal use and storage in caches or on third-party websites, see Clause 23.
25. Place of fulfilment is the location of the Publisher. In commercial transactions with business persons, legal persons under public law or special assets under public law, the place of legal jurisdiction in case of legal action shall be the location of the Publisher. Should claims of the Publisher not be enforced in collection proceedings, the place of legal jurisdiction for non-business persons shall be determined in accordance with their place of residence. If the place of residence or habitual residence of the Customer, including private individuals, is unknown at the time the suit is filed, or if the Customer has moved his place of residence or habitual residence outside the scope of the law after the contract has been concluded, the location of the Publisher's headquarters shall serve as the place of jurisdiction. The contract is governed by German law, excluding the UN sales law.

Additional terms and conditions of the Publisher

- a. By placing an advertising order, the Customer agrees to the Publisher's terms and conditions and price lists applicable at the time. The above terms and conditions apply only to the extent that they do not contradict the following additional terms and conditions of the Publisher.

- b. Formation of contract

The advertising order shall come into being upon booking of the advertisement by the Customer (offer) and written confirmation of the booking by the Publisher (acceptance).

- c. Placement of advertisements

aa) Placement rules are only valid if they have been confirmed by the Publisher in writing.

bb) The typesetting and wrapping of the advertising section of this newspaper depends on typographic aspects. As a result, certain rules concerning the design of certain categorised advertisements exist. The Publisher reserves the right to comply with these rules.

- d. Technical surcharges

In the case of more complex typographic work and final artwork, films and other print documents that go beyond what is generally considered normal, the Publisher reserves the right to charge this kind of work separately. If deficiencies in the print documents or supplied print materials such as supplements are not immediately recognisable and are only identified after the advertisements have been prepared, the Customer shall bear the additional costs or losses incurred during their creation. The Customer shall also bear the additional costs incurred due to late delivery. In the event of any delay in delivery, the Publisher has the right to re-position or modify the advertisement or cancel the order.

- e. Box number advertisements

In the case of box number advertisements, insured letters will only be forwarded by ordinary post.

f. Supplements

The Publisher does not guarantee supplements in certain areas and assumes no liability for supplements that are lost in the distribution channel. Position requirements, e.g. supplements in specific newspaper products, cannot be considered. In the editorial section, a reference to the supplement can be published. Apart from the name of the company, the text must not include any form of advertising. Supplements may only serve one customer. The commission for advertising agencies is 15% for supplements. The inclusion of supplement orders in advertisement contracts is not possible.

g. Cancellations

aa) Cancellations can only be accepted before the closing date.

bb) Cancellations must be made in writing. If an advertisement is cancelled, the Publisher can charge the incurred typesetting costs.

h. Binding nature of the price list

aa) The advertising agents and agencies are required to adhere to the price list of the Publisher when preparing offers, contracts and invoices for the advertisers. The agency fee granted by the Publisher must not be passed on to the Customer, neither in whole nor in part.

bb) When advertising prices change, the new conditions become effective immediately and also apply to existing contracts, unless otherwise expressly agreed.

i. Discounts/rebates/boni

aa) Discountable orders can only be concluded to the benefit of a single person or entity. Companies with which the Customer has concluded an agreement to be treated as a single entity for tax purposes can be included into discountable orders. This does not apply to the association of different independent governmental organisations or associations that public bodies hold a participating interest in.

bb) The entitlement to a retrospective discount becomes void if not claimed within one month following the 12-month deadline.

cc) The quantitative inclusion of advertisements in a contract for which no discount is provided is not possible. Furthermore, it is not permitted for advertisements at a reduced base price for which the tariff does not provide a rebate, to enter a discountable contract at the full base price or to include such advertisements in existing discountable contracts at the full base price.

dd) For advertisements in the vacancies section, recruitment agencies and HR consultants will receive bonuses on request. All bonuses are a voluntary service of the Publisher; an entitlement to the service does not exist.

ee) The Publisher reserves the right to offer special prices for advertisements in Publisher supplements, special publications and collectives. However, no third-party claims to these prices exist.

j. Collection authority

Collection authority is granted only to persons with an identification card.

k. Force majeure

In the case of force majeure, any obligation to fulfil orders and pay damages shall cease.

l. Responsibility of the Customer

aa) The Customer is responsible for the content and legal permissibility of the text and images provided for the insertion. The Customer shall be responsible to indemnify the Publisher against third party claims that arise against the Publisher as a result of the execution of the order, including if the order was not suspended in time. The Publisher is not obliged to check whether orders and advertisement are free of third-party rights. Furthermore, if advertisements are published because an order is not suspended in time, the Customer shall not be able to assert any claims against the Publisher.

bb) To avoid confusion with private advertisements, commercial advertisements must be clearly identifiable as such, for example by adding an identification. The use of identifications is at risk of the Customer. The Customer is obliged to indemnify the Publisher against third party claims which arise against the Publisher as a result of inadequate identification.

cc) The Customer shall keep the Publisher free from any claims arising from violations of the advertisements against legal regulations, in particular the competition and copyright law.

dd) By placing an advertisement order, the advertiser is obliged to bear the costs of the publication of a reply according to the current advertising rates.

ee) When transferring digital print materials, the Customer must ensure that the transferred data are free of computer viruses. In the event that the Publisher identifies a computer virus in a transmitted file, he shall delete the file without this giving rise to any claims on the Customer's part (in particular due to the lack of backups). The Publisher reserves the right to sue the Customer for compensation if the virus transmitted by the Customer causes any damage to the Publisher.

m. Liability disclaimer of the Publisher

aa) No liability is assumed for errors arising from telephone communications.

bb) The Publisher assumes no liability for the inclusion of advertisements and supplements in specific issues or in specific locations.

cc) Minor variations in colour do not entitle to compensation or discounts.

dd) Adverse print results that can be explained by the non-observance of recommendations of the Publisher concerning the creation and transmission of print materials do not entitle the Customer to any kind of compensation or discount.

n. Data protection

In accordance with Section 33 of the German Data Protection Act (BDSG), we would like to point out that as part of the business relation customer and supplier data are electronically stored.