

# General Terms and Conditions (GTC)

## Print



### Scope of application and definitions

These General Terms and Conditions as well as the applicable IDG Media rate cards (“Media Data”), which form an integral component of the contract, shall apply exclusively for all contractual relationships between IDG Business Media GmbH or IDG Tech Media GmbH (hereinafter respectively referred to as “IDG Media”) and the advertising Contract Partner (hereinafter referred to as “the Client”) regarding the placement of print advertising. Different terms and conditions of the Client shall not apply. These General Terms and Conditions shall also apply to future business relationships with the Client without the need for any renewed reference to the fact that they apply. They shall also apply to orders placed verbally or by telephone.

#### 1. Order

An order within the meaning of these General Terms and Conditions is a contract for the publication of one or more of a client’s advertisements for the purpose of distribution in magazines or other print publications. The General Terms and Conditions of IDG Media shall also apply mutatis mutandis to orders for third-party inserts such as tip-ons and bound-in or other inserts, provided they are suitable for publication and distribution. Deviations from these conditions shall require the written form. Other conditions of the Client shall not apply, even if IDG Media does not object in individual cases. The Client’s order shall only be deemed to have been accepted upon written confirmation of the order by IDG Media, unless a contract has been concluded in a different manner, in particular prior to written order confirmation.

#### 2. Implementation

There shall be no entitlement to the inclusion of advertisements in specific numbers or editions of the publication or in specific positions in the publication. IDG Media shall be free to place an advertisement in a suitable position, unless the placement has been agreed for a specific number or edition of the publication or for a specific position in the publication. The prerequisite for such placements shall be the timely delivery of the advertising copy to IDG Media. IDG Media shall otherwise be entitled to place the advertisement in another number in a suitable location. The exclusion of competitors shall not be possible. In the case of classified advertisements, IDG Media shall guarantee publication in the respective category without the requirement of an express agreement to this effect. If the Client has been granted the right to order individual advertisements within the framework of a blanket contract, the order shall be processed within one year of conclusion of the contract, unless otherwise agreed during the term of the blanket order.

#### 3. Right to refuse advertising

IDG Media reserves the right in accordance with standard principles objectively justified by industry practice to reject orders for advertisements and inserts – including individual advertisement texts and inserts in the case of blanket agreements – due to content, origin or technical form, if their content violates the law, official regulations or morality, or if IDG Media cannot reasonably be expected to publish them for other, in particular technical, reasons. IDG Media can therefore withdraw from already confirmed orders – including individual partial orders in the case of blanket orders – if IDG Media only becomes aware subsequent to conclusion of the contract of content, origin or technical form of an order that would have entitled IDG Media to reject the order. In addition, orders for inserts shall only be binding for IDG Media once a specimen insert has been submitted and approved. Inserts which, due to their format or presentation, give the reader the impression of being part of the magazine or contain third-party advertisements shall not be accepted. The Client shall be informed immediately of the rejection of the order. Advertisements which are not recognizable as advertisements due to their editorial design shall be clearly identified as such by IDG Media with the word “advertisement”.

#### 4. Delivery of copy

The client shall be responsible for the timely delivery of faultless advertising copy or inserts. At the request of IDG Media, the Client shall immediately replace any recognizably unsuitable or damaged advertising copy. The Client shall bear the costs for the production of ordered advertising copy as well as for any substantial changes to the originally agreed versions requested by the Client or required due to the technical quality of the advertising copy for which the Client is responsible. If defects in the advertising copy are not immediately visible and only become recognizable during the printing process, the Client shall not be entitled to any claims in the event of inferior printing quality. Advertising copy will only be returned at the express request of the Client. The obligation to preserve records shall end three months subsequent to the last publication. IDG Media shall not be obliged vis-à-vis the Client to check advertisements for their content and legal admissibility.

#### 5. Proofs

Proofs shall only be supplied upon express request; the Client shall be responsible for the correctness of the proofs returned to IDG Media. IDG Media shall only take corrections made by the Client into account that are communicated to IDG Media within the time limit set by IDG Media when sending the proof to the Client.

#### 6. Warranty

In the case of mutual commercial transactions, the Client shall be obliged to check the advertisement immediately after placement and to immediately report any obvious defects in text form. Hidden defects must be reported in text form as soon as they are discovered. In the event of failure to comply with the obligation to report defects, the placement of the advertisement shall be deemed to have been approved. If IDG Media is responsible for the illegible, incorrect or incomplete printing of an advertisement in whole or in part, the Client

shall be entitled to subsequent performance by the placement of a fault-free substitute advertisement, but only to the extent to which the purpose of the advertisement had been impaired. If IDG Media does not comply with this obligation within a reasonable period of time, or if the substitute advertisement is also defective, the Client may demand a reduction in remuneration in the case of single advertisements or withdraw from the contract; in the case of blanket agreements, the Client may only demand a remuneration reduction to the value of the defective partial performance. IDG Media shall not be liable for the correctness of order acceptance in the event of errors of any kind arising from orders placed by telephone.

## **7. Liability**

7.1 Subject to the provisions in Sections 7.2 and 7.5, IDG Media shall have contractual or non-contractual liability to pay damages only if the damage is attributable to intent or gross negligence.

7.2 IDG Media shall also be liable for the violation of a cardinal contractual obligation through only slight negligence but limited on the merits to the pecuniary losses that IDG Media ought to have foreseen as a potential consequence of violation of the contract when the contract was concluded and limited in sum to the total amount of the agreed remuneration. Cardinal contractual obligations are obligations that must be met to enable proper implementation of the contract and the achievement of its purpose and which the Client can expect to be fulfilled in accordance with the content and purpose of the contract.

7.3 If data is lost, IDG Media shall only be liable for damage that would have occurred if the data had been backed up properly by the Client. Liability on the part of IDG Media to restore data shall also be limited to the extent that it shall only be liable if the Client has ensured that the data can be reconstructed from data material available in machine-readable form at reasonable cost and effort.

7.4 Claims for damages against IDG Media shall become time-barred after 12 months. The start of the period of limitation shall be defined by the statutory provisions.

7.5 Claims due to culpable injury to life, limb or health of a natural person under the German Product Liability Law (*Produkthaftungsgesetz*) or due to liability for warranted qualities shall remain unaffected by the limitations specified in Sections 7.1 to 7.4.

7.6 If liability on the part of IDG Media is limited or excluded by the above provisions, this shall also apply to personal liability on the part of the management bodies, employees, representatives and vicarious agents of IDG Media.

## **8. Terms of payment and payment default**

8.1 Unless other terms of payment have been agreed, payment shall be due without deduction within 20 days of the invoice date. A 2% cash discount shall be granted for payment made within eight days of the invoice date. A 3% cash discount shall be granted if a direct debiting authorization is given. The Client shall be obliged to check invoices from IDG Media immediately and, if applicable, raise objections to them in writing to IDG Media within two

weeks of receiving them. All costs and charges incurred by payment transactions shall be borne by the Client.

8.2. Advertisement prices are indicated in the respective valid rate card. In the event of a price increase, the Client shall have the right to withdraw from the contract and must exercise this right within five business days of receiving notification of the price increase.

8.3 If the Client is in delay with payment by more than two weeks or if an application to instigate insolvency proceedings on the Client's assets has been filed, IDG Media can – without prejudice to any further rights – withhold further performance of its services, bill all the services it has performed up to then and demand immediate payment. In such a case, IDG Media shall be entitled to make use of other advertising media, even if this has already been contractually agreed, contingent upon payment of the remuneration in advance, regardless of any originally agreed term of payment. In addition to any bank charges, IDG Media shall impose a handling charge of €10.00 for every reversal of a remittance or cancellation of a direct debit.

## **9. Cancellations**

The cancellation of booked advertisements must be made in writing by email or fax. Advertisements that have already been booked can be canceled free of charge up to 14 days prior to the advertisement deadline. Cancellation up to seven days prior to the advertising deadline shall incur a cancellation fee of 50% of the net advertising price. For cancellations received up to three days prior to the advertising deadline, cancellation fees amounting to 80% of the net advertising price shall apply. In the event of later cancellations, IDG Media shall be entitled to charge the full net advertising price.

A right to cancellation does not exist for print advertisements with special placements (including cover pages, special formats and product overviews) or for front and inside-front pages.

## **10. Discounts**

Agreed or granted discounts for the placement of multiple advertisements or within the framework of blanket orders shall only apply if the quantity of advertisements and time frame are adhered to. If the agreed advertising quantity and time frame are not adhered to, IDG Media shall be entitled to recalculate the discount in proportion to the difference between the agreed discount and the discount according to the advertising actually purchased. For the application of a corporate group discount for subsidiaries, written proof of a stake of at least 50% shall be required. Remuneration paid by IDG Media for brokerage services shall not be passed on to third parties by the Client, either in full or in part.

## **11. Payment default**

Should the Client be in default with a payment, IDG Media shall be entitled, without prior reminder, to demand interest on arrears from companies pursuant to Section 288(2) BGB (German Civil Code), or otherwise pursuant to Section 288(1) BGB (German Civil Code), and to charge collection costs until receipt of payment. Should IDG Media become aware after

conclusion of the contract that its payment claim vis-à-vis the Client is at risk due to the Client's inability to pay owing to a poor financial situation, IDG Media may, without prejudice to any payment agreements, demand advance payment for advertisements already placed, immediate payment of invoices in arrears, even for payments not yet due, refuse the placement of further advertisements or withdraw from the contract.

## **12. Proof of advertising**

By separate agreement, IDG Media shall deliver proof of advertising together with the invoice. Depending on the type and scope of the advertising order, advertisement excerpts, tear sheets from the publication or a complete specimen copy of the publication shall be delivered. If proof of advertising can no longer be provided, it shall be replaced by a legally binding certification from IDG Media regarding the publication and distribution of the advertisement.

## **13. Box number advertisements**

In the case of box number advertisements, IDG Media treats the safekeeping and timely forwarding of the offers with the same care and discretion that is generally recognized and accepted by the standards of qualified and competent business practice. Registered letters, express letters and other mailings and deliveries will only be forwarded by IDG Media by normal mail. Replies to box number advertisements shall be kept for four weeks. Any replies that cannot be delivered within this period will be destroyed.

## **14. Default in performance**

In the event of impaired performance for which IDG Media is not responsible, such as force majeure, strike, lockout, business disruptions or other similar events, IDG Media shall be entitled, in due consideration of the Client's interests, to subsequently publish the advertisements in the next possible issue of the publication when the incident has come to an end, or to withdraw from the contract in full or in part. The Client shall not be entitled to any claims to damages in this regard.

## **15. Data protection**

Orders shall be implemented in compliance with the provisions of the German Federal Data Protection Act (BDSG) and other data protection regulations, in particular the General Data Protection Regulation (GDPR). The personal data provided by the Client within the framework of the implementation of the order, in particular order placement and processing, shall be stored in machine-readable form and processed and used exclusively for this purpose, unless the Client has consented to a different type of use, as well as for the purpose of invoicing and remuneration. The Client shall entitle IDG Media to collect, process, store and use its personal data within the scope of placing and processing the order, insofar as this is required to place the advertisement and carry out invoicing accordingly. IDG Media shall also be entitled to access the personal data with which it is entrusted to maintain its operational capability. In this respect, IDG Media shall guarantee the confidential treatment of the data with which it is entrusted. For further details, please refer to IDG Media's privacy statement, which can be viewed under <https://www.idg.de/datenschutz>.

## **16. Granting and safeguarding of rights**

16.1 The Client shall assign to IDG Media all rights of use, ancillary copy rights and other rights under copyright law that are required to use the advertisements in accordance with the contract, in particular the right to reproduce, disseminate, transfer, edit, send and store the advertisements, as well as the right to save them in and remove them from databases to the extent required in terms of time, location and content to implement the order.

16.2 The Client shall also assign to IDG Media the right to use the advertising online, offline or in another way (for example as a CD-ROM or DVD) to a reasonable extent for the purpose of IDG Media's own advertising activities.

16.3 If IDG Media creates the concept for the advertisements or designs and/or implements them for the Client, the resulting rights shall remain with IDG Media. IDG Media shall grant the Client a simple right of use for the purpose of placing the advertisements within the framework of the advertising order awarded to IDG Media.

## **17. Infringement of third-party rights, indemnification**

The Client warrants that the supplied advertisement does not infringe any third-party rights and does not violate statutory provisions or official orders. In particular, it assures it is in possession of all the rights required for the contractual placement of the advertisement. The Client shall indemnify IDG Media against all claims by third parties, including reasonable costs for legal defense, asserted against IDG Media due to the infringement of third-party rights or other statutory provisions by the advertisement. The Client shall also provide IDG Media with all the information and documents required for its legal defense. Should the Client already have received a cease-and-desist warning in relation to an advertisement or has already issued a cease-and-desist declaration, it shall be obliged to inform IDG Media immediately thereof.

Should the Client request that an advertisement that it has ordered no longer be placed due to an assumed or actual infringement of third-party rights or for other reasons, and the cancellation deadlines in accordance with Section 9 have already expired, the Client shall be obliged to pay the full remuneration. The Client shall have the right to prove that IDG Media has incurred less damage.

## **18. Assignment and offsetting of claims / Right of retention**

18.1 The Client shall not be permitted to transfer claims from the order.

18.2 The Client can offset a claim against IDG Media claims only if the Client's claim is undisputed or has been adjudicated upon with final and binding effect.

18.3 The Client can assert a right of retention only if IDG Media's claim for payment and the Client's counterclaim are based on the same contract.

## **19. Place of jurisdiction and applicable law**

19.1 The sole place of jurisdiction and the place of performance shall be the registered office of IDG Media in Munich, if the Client is a businessperson, does not have a place of general jurisdiction in Germany, moves its domicile or habitual residence to a place outside the territory covered by the law of the Federal Republic of Germany after the contract has been concluded, or its domicile or habitual residence is not known at the time legal action is taken. The general place of jurisdiction of the Client shall otherwise apply. IDG Media shall be entitled to take legal action at any other location where there is a general place of jurisdiction.

19.2 The law of the Federal Republic of Germany shall apply, with the exclusion of its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## **20. Final provisions**

All information, communications or declarations relating to these GTC as well as amendments or supplements to these GTC shall be binding only in text form. Email deliveries shall be deemed to meet the requirement for text and written form. For deliveries by fax or email, the date of receipt by the respective other partner shall be decisive. The General Terms and Conditions and further agreements shall remain valid even if it should transpire that individual provisions are invalid.

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