

GENERELL TERMS AND CONDITIONS

1. An "advertising order" in accordance with the following general terms and conditions is the contract of the publication of one or more advertisements of an advertiser or other placers in a printed publication for the purpose of circulation.
 2. In case of doubt for publication, advertisements are to be recalled within one year after contract closing. If the right to submit individual advertisements is granted under the terms of the advertising order, the order must be carried out within a period of one year from the publication of the first advertisement, if the first advertisement was submitted and published within the time period designated under 1.
 3. When orders are placed, the customer shall also be entitled, within the agreed time period or the time period mentioned in section 2, to retrieve advertisements beyond the quantity mentioned in the order.
 4. If an order is not fulfilled due to circumstances for which publishing house/press service Meenen is not responsible, then the customer shall be entitled, notwithstanding any further legal obligations, to reimburse the publishing house for the difference between the discount granted and the discount actually accepted. This payment is not required, if the non-fulfilment is due to force majeure within the risk area of the publishing house/press service.
 5. For the purpose of calculating purchase quantities, the millimetres of text lines will be converted into millimetres of advertising space based upon price.
 6. Orders covering advertisements and third-party supplements intended - as specified in the order - exclusively for publication in certain issues, certain editions or at certain places in the printed publication must be received in good time by the publishing house/press service, thus enabling the customer to be informed prior to the publication deadline if the order cannot be executed in this manner. Classified advertisements shall be printed in the respective section - if available in the printed publication - without an express agreement being required for this.
 7. Text section advertisements are any advertisements bordered by editorial text on at least three sides and not by other ads. Advertisements which are not identifiable as such based on their editorial layout will be clearly identified as such by publishing house/press service Meenen with the word "advertisement".
 8. The publishing house/press service reserves the right to reject advertising orders that have been legally confirmed, and individual calls in the framework of concluding a contract, as well as supplemental orders because of the content, the origin or technical form according to the publishing house's uniform and objectively justified principles, if the content violates legal provisions and administrative regulations, or the publication would be unacceptable to publishing house/press service Meenen. The same applies to orders placed with branch offices, receiving offices or agents. Supplemental orders are not binding for publishing house/press service Meenen until a sample of such supplement has been submitted and approved. Supplements which, through the format or layout, give the reader the impression that they are a component of the newspaper or the magazine or contain third-party advertising shall not be accepted. The customer shall be notified of an order being rejected without delay.
 9. The customer is responsible for the timely delivery of the advertising text and for proper printing material or for the delivery of supplements. Publishing house/press service Meenen shall demand the immediate replacement of print documents which are obviously unsuitable or damaged. For incorrect repeat advertisements, discounts are excluded if the advertiser had the possibility of making notification of the errors before the printing of the follow-up advertisements. Publishing house/press service Meenen guarantees the usual standard of print quality for the selected title within the technical scope of the printing material submitted.
 10. If the advertisement is printed illegibly, incorrectly, or incompletely, in whole or in part, the customer shall be entitled to a reduction in payment or subsequent performance to the extent that the purpose of the advertisement has been adversely affected. If publishing house/press service Meenen allows an appropriate period of time set for this to expire or if the substitute advertisement is not flawless again, the customer shall have the right to reduction of payment or cancelling the order. Claims for damages for breach of obligation, faults in the signing of the contract and illicit conduct are excluded, also in case of telephone orders. Claims for damages arising from impossibility of performance or delay shall be restricted to compensation for foreseeable damage and to the price payable for the advertisement or supplement concerned. This does not apply to intentional and gross negligence of the publishing house/press service Meenen, its legal representatives and agents. A liability on the part of the publishing house/press service Meenen for damages due to the lack of guaranteed quality features shall remain unaffected. Furthermore, publishing house/press service Meenen is not liable for gross negligence of vicarious agents in commercial business transactions; in the remaining cases, the liability towards merchants for gross negligence is restricted in its extent to the foreseeable damage up to the amount of the remuneration for the advertisement in question. Any claims must - except in the case of deficiencies which are not evident - be asserted within four weeks after invoice and voucher have been received.
 11. Proofs are supplied upon express request only. The customer bears the responsibility for the accuracy of the returned proofs. The publishing house considers all error corrections that have been announced to him within the set term during the delivery of proofs.
 12. If specific sizes are not expressly requested, the actual printing height as is common for that type of advertisement will be taken as the basis for calculation.
 13. If the customer does not make payment in advance, the invoice shall be sent immediately or within 14 days after the publication of the advertisement. The invoice shall be paid within the time limit as shown on the price list, starting with the receipt of the invoice, if in specific cases no other time limit for payments or advance payment has been mutually agreed upon. Any discounts for premature payments are granted in accordance with the price list.
 14. In the case of delayed payments, or those allowed an extended time for payment, interest and collection fees will be charged. In the event of payment default, publishing house/press service Meenen may suspend the further execution of the current order until payment is received and may demand prepayment for the remaining advertisements. In case of reasonable doubt of the solvency of the customer, publishing house/press service Meenen is entitled to make the publishing of additional advertisements a contingent on payment of unpaid invoices and on prepayment for further advertisements regardless of the initially agreed payment deadline within the duration of the contract.
 15. Upon request, publishing house/press service Meenen may supply proof of advertisements together with the invoice. Depending on type and scope of the advertising order, clipped advertisements, whole pages or total issues will be delivered. If no other documentation is available, publishing house/press service Meenen may issue a legally binding statement certifying proper publication and stating relevant circulation data.
 16. The customer will be charged for any costs associated with the preparation of the printing documents and for any major changes which are reasonable or requested by the customer which differ extensively from the originally agreed order.
 17. With respect to a standing order for multiple advertisements, a reduction in the number of copies circulated may lead to a claim for a price reduction, if the overall circulation average throughout the insertion year beginning with the first advertisement or stipulated otherwise - if the circulation has not been specified - is smaller than the average circulation sold during the previous calendar year (in case of consumer publications this refers to the distributed circulation, if applicable). A reduction in circulation shall only be a deficiency that justifies a price reduction, if it is 20% with an circulation of up to 50,000 copies, 15% with an circulation of up to 100,000 copies, 10% with an circulation of up to 500,000 copies or 5% with an circulation of more than 500,000 copies. Furthermore, no price reductions shall be granted for agreements whereby publishing house/press service Meenen brought the declining circulation to the customer's attention promptly enough to enable them to withdraw from the agreement before the advertisement appeared.
 18. Place of jurisdiction and place of performance is the main office of publishing house/press service Meenen.
- Additional terms and conditions of publishing house/press service Meenen
- a) By placing an order for an advertisement, the customer recognises the general terms & conditions as well as the price list of publishing house/press service Meenen. New advertising rates will become effective on the date apparent from the price list. This shall also apply to current basic agreements (contracts) and advertising orders issued before the notification of the new price list. The publisher's deadlines indicated in the price list are at the same time the deadline for withdrawing from an already placed order.
 - b) The customer shall bear the sole responsibility for the content and legal permissibility of the text and image documents made available for the insertion. The customer shall be responsible for exempting the publishing house/press service Meenen from the claims of third parties that arise against it from carrying out the order, even if it should be cancelled. Publishing house/press service Meenen shall not be obliged to check orders and advertisements with reference to whether the rights of third parties are impaired by them. If cancelled advertisements are published, the customer shall not have any rights against publishing house/press service Meenen for this. By placing an advertisement order, the customer makes himself liable for the cost of publishing a counter advertisement relating to the actual claims of the advertisement which has already been published, in accordance with the current advertising rate.
 - c) Advertising brokers are obliged to adhere to the price list of publishing house/press service Meenen in their contracts, offers, and settlements with advertisers. The agency fee granted by publishing house/press service Meenen shall not be refunded to the customers neither in whole nor in part. The agency fee can only be granted in case the advertising brokers submit the finished printing templates.
 - d) Publishing house/press service Meenen does not accept any liability that orders and changes placed by phone are factually correct. Cancellations and changes have to be made in writing and be received by publishing house/press service Meenen until the publication deadline of the respective edition at the latest.
 - e) If colour prints or laser prints are enclosed with the advertisement template, they cannot be colour-proof. A price reduction for wrongly rendered colours is only possible if a colour proof had been provided and the colour attachment corresponds to the typographic requirements.
 - f) A subsequent discount for repeat advertising orders is only possible if the advertisement size placed afterwards is a fractional page advertisement or if it is not smaller than the advertisement placed originally. This also applies if a subsequent advertisement which has already been booked is being reduced to a size which is smaller than a fractional page advertisement.
 - g) The obligation to store printing documents shall expire three months after the publication of the respective advertisement unless expressly agreed otherwise. Printing documents will only be returned on the customer's special request.
 - h) In the event of interruptions to operation or interventions due to force majeure (e.g. industrial disputes, seizure, traffic disruptions, general scarcity of resources or energy and the like) publishing house/press service Meenen has a claim to payment in full for the published advertisements, if the orders have been fulfilled to the level of 80% of the circulation achieved in the market phase in question. In the event of reduced delivery quantities, the invoice amount will be reduced by the same proportion as that of the guaranteed (or usual) circulation to the circulation actually delivered.
 - i) The general and the additional terms and conditions of publishing house/press service Meenen also apply accordingly for orders for stickers, pull-out supplements or technical special versions.

Presseservice Meenen, Wachtendonk