

General Terms & Conditions

for Advertising Orders in Magazines and Newspapers (Status July 2015)

General

An "advertising order" in the sense of the General Terms & Conditions is a contract for the publishing of one or more advertisements, editorial profiles, product news, inserts, hyperlinks, video clips or image galleries of an advertiser in a printed publication and the corresponding digital media of the printed publication (e.g., website, e-Magazine, blog, newsletter, social media etc.) for the purpose of distribution. By issuing an order for an advertisement, the Client recognises the General Terms & Conditions of Business of Messe Frankfurt Medien und Service GmbH (MFS). These Terms & Conditions shall apply exclusively. Terms and conditions issued by the Client which conflict with or differ from these Terms & Conditions shall not be recognised, unless MFS has explicitly agreed thereto in writing.

1. Acceptance of order

- (1) In the case of publications which appear exclusively as trade-fair publications for specific events, the Client must be registered as an exhibitor at the event in question. An advertising order by sector-equivalent non-exhibitors will only be accepted following prior agreement by the event organiser. An advertising order for non-exhibitors outside the sector will require special permission by MFS.
- (2) No guarantee can be given for the inclusion of advertising orders in specific positions in the publication/digital media unless it has been expressly agreed that the advertisement shall appear in specific locations of the publication/digital media. Placement orders can only be accepted if they are possible in terms of production.
- (3) Advertising orders will be confirmed by MFS. Should text or amendments to text be submitted by telephone, there shall be no claim under guarantee or claims to damages.
- (4) The Client shall bear responsibility for the accuracy, completeness and legal admissibility of all statements made and all data supplied to MFS. Data belonging to Third Parties may only be used with their agreement, and the Client will be deemed to have obtained such agreement when issuing the advertising order to MFS. Should any rights of third parties, particularly copyrights, trademarks or competition rights, be infringed by executing his advertising order, the Client shall bear sole liability. This also applies to rights to internet domains and to the contents and design of home-pages websites and videos supplied. In this context the Client shall release MFS from all claims by third parties arising from such infringement of the law.
- (5) In the case of publications which appear exclusively as trade-fair publications for specific events, only goods for show at the event concerned may be submitted for advertising orders.
- (6) Information on prices is not allowed in advertising orders.
- (7) MFS reserves the right to make available the contents of advertisement orders for publication in event-related digital media of the Messe Frankfurt Group.

2. Documents

- (1) All documents to be supplied by the Client for handling the advertising order (e.g. advertisement data, texts, logos, pictures, video files, printer's copy or other data) must be received at MFS by the closing date for submissions stated in the respective rate card. Should the Client fail to supply the necessary documents by the due date, MFS shall no longer have a duty to fulfil the contract, providing it has set a reasonable extra period of grace, and providing said period of grace has expired without result. MFS, after controlling the data material, will immediately request replacement delivery if the printing image carrier was noticeably damaged or appears to be unsuitable. MFS guarantees the usual printing quality for the medium under contract within the scope of existing possibilities and depending on the quality of the printing image carriers. Without any proofs, MFS cannot guarantee the correct result of the colours.
- (2) Following fulfilment of the advertising order, documents supplied to MFS will only be returned should the Client explicitly so request, and at the Client's expense.
- (3) The Client must inform MFS in good time and in writing of any changes to the original advertising order, in order to ensure that technical support is still possible. The Client must pay the additional expense incurred by MFS through such changes. Proof sheets will only be supplied for advertising orders designed by MFS and only if the Client explicitly so requests. They will not be submitted if the Client has supplied print-ready data without any request for changes, or if he retains the wording in his advertisement unchanged from the previous edition. Should the client fail to issue written approval by the deadline, permission to print/publish shall be deemed to have been given.

3. Rescission, force majeure

- (1) Written cancellations of advertising orders which reach us at least 10 days before the advertising deadline of the official rate card are free of charge. Cancellations later than 10 days before the official advertising deadline will be charged with 25 % of the confirmed amount. All cancellations which are made after the official advertising deadline will be charged with 50 % of the confirmed amount. The client shall be allowed to demonstrate that no loss has been incurred or, if incurred, that it is significantly less than the blanket sum.
- (2) MFS hereby retains a right of rescission if, in MFS's due and proper judgement, an advertising order infringes statutory or official regulations or public decency in its content, origin or technical form, or if MFS, the co-operation publishing houses or the organiser cannot be reasonably expected to publish it, or if the Client is in arrears of payment due for previous or current orders.
- (3) Orders for enclosures shall only be binding after a sample of the enclosure has been submitted and authorised. Enclosures which through their format or presentation give the impression of being a part of the magazine or newspaper, or which contain advertisements by third parties, will not be accepted.
- (4) Orders for the publication of video files are only binding for MFS after the file has been received and approved.
- (5) Should an advertising order be rejected, the Client shall be informed thereof immediately after controlling the supplied data.
- (6) In case of late payment MFS is entitled to postpone further executions of the contract until payment has been made. She is further entitled to request pre-payment for the remaining advertisements.

In case of reasonable doubt of the solvency of the Client, MFS 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.

- (7) Should MFS be obstructed from fulfilling its obligations due to unforeseen events effecting MFS or its suppliers which MFS has been unable to prevent even with the care to be expected in the circumstances, e.g. industrial disputes, power breakdown or measures taken by government bodies, its period of performance shall be extended by the duration of such obstruction plus a reasonable run-up period. After six months the Client shall be entitled to withdraw from the contract.

4. Prices, terms and conditions of payment

- (1) The relevant prices can be found in the official rate card of each magazine or newspaper supplied by MFS or the co-operation publishing house. Costs for production of print copy or other data material are not included in the advertisement price and the Client will be invoiced for them separately.
- (2) Prices do not include VAT.
- (3) The invoice is payable immediately upon issue, strictly net. MFS explicitly retains the right of advance payment. Payments must be made solely to one of the bank accounts of MFS specified on the invoice, stating customer and reference number. No discounts will be given for early payment. Invoices must be protested in writing within an exclusion period of 14 days following their receipt.
- (4) Information required for the invoicing such as the service recipient, billing address, VAT ID, order number etc. must be communicated by the client at the time the order is placed. If changes are necessitated by missing or false information, MFS will charge the client a processing fee of 50 EUR.
- (5) On request MFS will attach a sample copy to the invoice. Depending on type and scope of the advertising order, clipped advertisements, whole pages or total issues will be delivered. If a sample copy is no longer available, MFS will replace it by legally binding declaration confirming the publishing and distribution of the advertisement.
- (6) The Client may only make offset vis-à-vis MFS with undisputed or legally confirmed claims. This shall also apply in business with a registered trader. The Client shall enjoy the right of retention set out in Section 273 of the Civil Code only insofar as the counterclaim originates from the same contract. Sections 273 and 320 of the Civil Code and Section 369 of the Commercial Code shall not apply in business with registered trader.

5. Guarantee

- (1) Visible defects must be reported to MFS in writing within 30 days, in the case of fully registered traders immediately, after publication. MFS will not consider any complaints made later; the advertising order shall then be deemed to have been authorised.
- (2) Should the publication ordered in the magazines or newspapers fail to appear, either wholly or in part, or should its content have been altered, the Client shall have no right of subsequent fulfilment, and in particular no right to a reprint, or to the insertion or dispatch of errata. In the case of publications in the magazines or newspapers for which a charge has been made, the Client shall have claim to a reduction in invoice.
- (3) In the case of complaints involving electronic documents the client may require MFS to make supplementary fulfilment, to the exclusion of other claims. Should supplementary fulfilment be delayed or unsuccessful, or should it fail to be made, the client may withdraw from contract or require reduction in price.

6. Liability

- (1) MFS shall not be liable for damage caused by simple negligence, unless essential contractual duties are infringed, fulfilment of which is necessary if the purpose of the contract is to be effected (infringement of cardinal duties).
- (2) In cases of infringement of cardinal duties due to simple negligence, MFS shall be liable only for contractually typical damage of a kind reasonably foreseeable when the contract was concluded. In this case it shall not be liable for indirect consequential damage.
- (3) The liability of MFS shall be restricted to a foreseeable extent of damage and shall be limited in amount to the fee payable for the advertising order in question.
- (4) The above limitations of liability shall not apply if claims are made for injury to life, limb or health, if liability is compulsory under the Liability of Products Act, if they involve a guarantee or a case of deceitful concealment of a defect, or in cases of malice or gross negligence.
- (5) Postponement of the publication date of the magazines or newspapers in question shall not entitle the Client to claim damages. Claims for damages are also hereby excluded, in cases of publication on the website, for any temporary breakdown in the system due to technical necessity.

7. Limitation of time

All claims by the Client for defects or damages shall expire within one year from the statutory commencement of limitation in time. This shall not apply to the statutory limitation in time of claims under Section 6, Paragraph 4.

8. Advertising agents

Advertising agents shall only be granted a fee for the insertion of classical advertisements.

9. Place of fulfilment, place of jurisdiction, German law

- (1) The Contracting Parties hereby expressly agree, insofar as those concerned are traders, legal entities under public law or separate public estates, that Frankfurt am Main shall be the place of fulfilment and place of jurisdiction for all claims or disputes arising from this contract. The same shall apply if a Contracting Party has no general place of jurisdiction in Germany.
- (2) Alternatively, the particular place of jurisdiction of the place of fulfilment shall be deemed agreed under the terms of Section 29 of the Civil Proceedings Code, as implied by the nature of the obligation.
- (3) Frankfurt am Main shall also apply as place of jurisdiction to contested summary proceedings for debt payment. As soon as summary proceedings pass to contested proceedings and transfer is made officially to the court competent as to facts for the debtor's general place of jurisdiction, an application must be made for further referral to the court competent for factual decision in Frankfurt am Main.
- (4) Each Contracting Partner shall moreover be entitled to sue the other at the other's residence or registered place of business.
- (5) Should any individual provisions of these Terms & Conditions be invalid, the validity of the remaining provisions shall not be affected thereby. The Contracting Parties hereby covenant to agree other valid provisions in place of the invalid provisions, which shall correspond as closely as possible with the said invalid provisions.
- (6) When interpreting these General Terms & Conditions of Business and all other terms and conditions, the German text thereof, and German law, shall be decisive.

10. Data protection

MFS only collects processes and uses personal data supplied by the client when placing the order inasmuch as this is necessary to fulfil the order.

Messe Frankfurt Medien und Service GmbH

Publishing Services, Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main, Germany

Management Board: Martina Bergmann, Klaus Reinke

Court of jurisdiction: Frankfurt am Main, Companies Register Number (HRB) 24768