

General Terms and Conditions for Advertising Business

Article 1: Advertising Contract

1.1 All advertising contracts concluded between EUWID GmbH (hereinafter referred to as "EUWID") and its clients are based exclusively on these General Business Conditions (hereinafter "Advertising GBC"). The current EUWID price list applies. Upon conclusion of a contract, the respective current Advertising GBCs also apply for future contractual relations between EUWID and the client, even when not specifically referred to. The General Terms and Conditions of the client are not a component of a contract even if their acceptance is not contradicted by EUWID.

1.2 The client commissions EUWID to publish and distribute one or several advertisements or other promotional material (hereinafter "Advertising") in a print or an electronic medium, especially on the Internet, in accordance with the following conditions.

1.3 Unless otherwise agreed in writing, the offers of EUWID are subject to change. A contract becomes binding by confirmation either in writing or by an e-mail order, or – at the latest – upon execution of the contract by EUWID, especially upon publication of the advertising.

1.4 Insofar as orders are placed by advertising agencies, in case of doubt the agreement is concluded with the advertising agency. If an advertiser is to be the client, he must be designated by the advertising agency by name. EUWID is entitled to demand that the advertising agency provides proof of the mandate.

Article 2: Restrictions, Notices

2.1 EUWID reserves the right to reject advertising orders or individual advertising items in a blanket order either in whole or in part, or to retroactively bar their appearance after publication on the Internet, if the advertising content violates laws or governmental provisions or if the publication is unacceptable to EUWID for other content, design, form or origin-related reasons. This applies in particular if investigations have been instigated by official authorities or in the event of a warning of a party allegedly being injured by the advertising, unless these are obviously unsubstantiated. The client must be notified of rejection or barring of advertising without delay.

2.2 EUWID can bar and/or delete advertising that has already been published in an electronic medium in particular if the client himself alters the advertising subsequent to its appearance or if the contents to which a link within the advertising refers are subsequently changed and the prerequisites stipulated by Article 2.1 are satisfied.

2.3 If the design of any advertising fails to clearly identify it as advertising, EUWID shall use suitable measures to make the advertising recognizable as such.

Article 3: Transfer and Storage of Advertising Media

3.1 For the required form of advertising, the client is obliged to provide EUWID with full, faultless, and suitable media that complies in particular with EUWID's requirements, in writing, on data carriers or by e-mail punctually before the advertisement copy deadline or publication of the advert. Additional costs incurred by EUWID for modifications or changes requested or for which the client is responsible after the advertisement copy deadline or start of ad placement shall be borne by the client.

3.2 For a blanket order (certain number of advertising media within a year), any changes must be received by EUWID at least four weeks in advance of the advertisement copy deadline or advert publication in accordance with the requirements stipulated in Article 3.1.

3.3 Data carriers containing advertising copy received by EUWID become the property of EUWID. EUWID's obligation to store the data carrier and save the advertising copy in electronic form ends three months after the latest use.

Article 4: Placement of Advertising Media and Duty to Provide Information

4.1 Advertising is published in certain numbers, editions or in specific locations in the printed media or the print electronic medium (e.g. the website) if this is agreed upon in writing at the time the order is placed, including by fax or e-mail, or is confirmed by EUWID in writing. Classified advertisements are generally only published in the appropriate section. If no clear placement requests have been given, EUWID can determine the placement at will.

4.2 If no alternative agreement has been made, it is the responsibility of EUWID to provide the client with the number of hits on an online advertisement within ten working days of publishing the advert.

Article 5: Deadlines and Dates

5.1 Deadlines and dates are only binding for EUWID if they are confirmed by EUWID in writing. Deadlines do not begin until the advertising copy required to perform the contract have been submitted in full and in accordance with the requirements of Article 3.1. For materials not in accordance with the requirements, especially in cases of belated receipt or subsequent changes to copy by the client, EUWID provides no guarantee for the punctual publication of the advertising.

5.2 The client shall bear the costs for considerable changes to the originally agreed layouts and for the delivery of ordered print documents and drawings. If no reproducible materials are delivered or are not delivered in time for the ordered advertising, EUWID can have these produced at the client's expense.

5.3 Force majeure events entitle EUWID to extend or postpone agreed deadlines and dates at their reasonable discretion by the duration of the disruption in addition to a reasonable recovery time. Force majeure events consist of all circumstances which appreciably hamper or make it impossible to adhere to the deadline and perform the contract on time without any fault or negligence on the part of EUWID, especially raw material shortages, energy shortages, strikes and lockouts, computer failure as well as other operating troubles encountered by third parties (e.g. providers) or in public transportation.

Article 6: Granted Rights

6.1 The client guarantees that he possesses all the required rights for the publication and distribution of the advertising. The client bears the full (especially press, competition and copyright) responsibility for the advertising, especially for the lawfulness of the insertion of the supplied text and image materials. EUWID is not obliged to verify whether or not the advertising violates third-party rights. The client indemnifies EUWID of all claims by third parties which might arise from the violation of legal provisions, including the costs of the necessary legal defence. The client must support EUWID in the legal defence with respect to third parties and supply EUWID with all required information and materials.

6.2 The client assigns to EUWID all rights of use required for placement of an advertisement, especially the rights for the reproduction, distribution, public reproduction, broadcasting and processing of such within the scope necessary for the execution of the contract.

Article 7: Claims for Defects

7.1 If the publication of an advertisement does not conform to the contractually defined design characteristics (particularly in the event of illegible, incomplete or otherwise imperfect publication or reproduction of the advertising copy), the client is entitled to publication of a replacement advertisement free of charge. No supplementary performance is provided for minor defects. The client is not entitled to a reprint of a printed medium or sending notice of correction in the frame of supplementary performance. If the supplementary performance fails, is unacceptable or is refused by EUWID, at his discretion the client can either withdraw from the advertising contract or demand a reduction of the payment, the latter, however, only inasmuch as the purpose of the advertising was impaired. The statutory period of limitation for the aforementioned guarantee entitlements is one year.

7.2 Decreasing circulation figures for print media cannot be considered a defect. Neither disturbances in the display of electronic advertising whose cause lies outside the technical sphere of influence of EUWID (e.g. use of unsuitable display software such as browser, and/or hardware by the user or Internet service provider, disruption of the communications networks, defective intermediate storage on external proxy servers) nor interrupted display attributable to necessary maintenance work on the EUWID server constitute a defect.

7.3 If the client has not observed the requirements of EUWID for the creation and electronic transfer or delivery of advertising copy, the client is entitled to a warranty claim only if he proves that the noncompliance of the requirements was not the cause of the defectiveness of the advertising

7.4 Damage compensation claims are based solely on the provisions of Article 8.

Article 8: Liability

8.1 In accordance with the statutory provisions, EUWID is liable for damages resulting from intent and gross negligence – including intent and gross negligence of its legal representatives, vicarious agents and other agents – as well as for culpable injury to the client caused by EUWID, its legal representatives,

vicarious agents and other agents to life, limb, and health as well as for the absence of guaranteed properties. In cases of gross negligence the liability is limited to the typical damage foreseeable at the time of contract conclusion.

8.2 For all remaining eventualities, regardless of the legal basis, EUWID accepts no liability for negligent violation of non-significant contractual obligations; for negligent violation of significant contractual obligations whose fulfilment the client may routinely place confidence in, liability is limited to the typical damage foreseeable at the time of contract conclusion, and limited to double the fee to be paid by the affected advertising (the affected advertising is calculated on a pro-rata basis in the case of a blanket order,).

8.3 All claims directed against EUWID for compensation for damage and reimbursement of futile expenditure expire one year after the beginning of the statutory limitation. This does not apply if a third party asserts claims based on copyrights. The statutory limitation remains unaffected for claims against EUWID due to deliberate or grossly negligent breach of duty based on the assumption of a guarantee and for client damages to life, limb, and health.

8.4 Liability in accordance with the Law on Product Liability remains unaffected by these provisions.

Article 9: Box Number Advertisements

For the safekeeping and timely forwarding of box number advertisements, EUWID acts with the care of a prudent businessman. Registered post is only forwarded through normal postal channels. The obligation to preserve box number replies ends three months after the appearance of the advertisement.

Article 10: Payment

10.1 The payment sum, payment deadline and possible discounts are based on the currently applicable EUWID price list. EUWID reserves the right to change the prices and discounts for future orders at any time. No discounts are granted for early payment. The time allowed for payment begins on the day the invoice is issued.

10.2 All prices are quoted net and do not include the statutory value-added tax.

10.3 The client has retroactive entitlement to a discount corresponding to his actual purchase of advertising media within a year if he concludes a blanket contract which would have entitled him to a discount on the basis of the price list had he concluded such a contract at the outset. Entitlement to retroactive discount extinguishes if it is not exercised within one month after the end of the year. If an issued blanket contract is not fulfilled due to circumstances beyond the control of EUWID, the client, without prejudice to other obligations, must reimburse EUWID with the difference between the granted discount and the amount applicable for the actual purchase.

10.4 The client is entitled to offset payments only inasmuch his counterclaims are established by due legal processes, undisputed, or acknowledged by EUWID. The client is only entitled to exercise a right of retention inasmuch as his counterclaim is based on the same contractual relationship.

Article 11: Cancellation

11.1 In the event of cancellation of printed advertising media before the advertisement copy deadline, the client owes EUWID the full gross price minus a 20% flat-rate for expenditure saved by EUWID. In the event of cancellation after the advertisement copy deadline, the client owes EUWID the full gross price.

11.2 No costs are incurred by the client for a cancellation of electronic advertising media up to at least 10 working days before the start of placement. Cancellation within 10 working days of the start of placement incurs a lump-sum service charge of 20% of the gross price of the respective order. The client will be charged with the full gross price for a cancellation after an electronic advertisement has been placed.

11.3 The client is entitled to prove in any single case that EUWID has saved greater expenditure.

Article 12: Miscellaneous

12.1 Both contracting parties reserve the right to written termination of the contract for compelling reasons. EUWID is entitled to termination for such reasons particularly if the client does not fulfil his obligation to pay despite two reminders, or if the client has changed the advertising (or in the case of electronic advertising, the linked URLs and/or contents) on his own or continues to violate key provisions of this Advertising GBC.

12.2 EUWID hereby declares in accordance with Article 33 of the German Federal Data Protection Act (BDSG) that within the scope of business relations, the required client and delivery data are stored and processed with the help of electronic data processing, especially for the purposes of financial settlement. In order to be able to determine to what extent EUWID's products and services are of interest to clients and how they can be improved, EUWID collects and records general, non-personal data, particularly statistical data on the utilisation of online advertising. Surveys are conducted and data and information from server log files are pooled on a comprehensive basis for this purpose and employed for statistics and analyses.

12.3 Place of fulfilment and jurisdiction for all disputes is EUWID's place of residence. EUWID also has the right to take legal action at the legal domicile of the client or at any other place of jurisdiction in accordance with national or international laws.

12.4 The laws of the Federal Republic of Germany apply exclusively and under exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.5 Insofar as individual provisions of this Advertising GBC do not, no longer or do not completely conform to the current legal position or are unfeasible, the legal validity of the remaining provisions remains unaffected; the same applies for any loopholes or omissions in the contract.