

## Terms & Conditions Print and Online

The following terms and conditions for adverts and third-party inserts in newspapers and magazines as well as the terms and conditions for the creation and use of author contributions and the terms and conditions for online products apply for all related contracts between Bauerlag BV GmbH, legally represented by its director, Mr. Karl-Heinz Müller, Avenwedder Strasse 55, 33311 Gütersloh (hereinafter also “the publisher”) and our contracting partners (“customer”/“author”).

We reserve the right to change these terms and conditions up to an extent reasonable for our contracting partners. Within current contractual relationships, such changed terms and conditions will become fully valid provided the customer does not object to them in writing within 14 days from the receipt of our corresponding notice.

Terms and conditions used by our contracting partners will only become binding on us upon our express written acknowledgment, such acknowledgment not consisting in our performance, full or in part, without such express objection. Conflicting terms and conditions are void, regardless of the time of their incorporation in the contract. In case of doubt the law applies.

### **I. Terms and conditions for adverts and third-party inserts in newspapers and magazines**

1. Within the following terms and conditions, “advertisement order” means the contract about the publication of one or more adverts of an advertiser or other customer in print for the purpose of circulation, or the publishing of the advert in electronic media, especially through the internet.
2. Our order confirmation as well as the current price list is decisive for each order. Changes in prices will be valid opposite businesses if notified by the publisher at least one month prior to the publishing of the advert or any other advertising media. In case of a change of price the client has a right of withdrawal. This right of withdrawal has to be exercised in writing within 14 days from the receipt of the notification about the change of price.
3. A “contract” is a contract about the publication of several adverts considering discounts available to the customer under the current pricelist, with each publication to be made upon request of the customer. Discounts will not apply if the several adverts are ordered from one and the same business for different advertisers.
4. In case discounts are claimed for affiliated businesses of a group a written proof of the group status of the advertiser is necessary. Affiliated members of a group in the sense of these conditions are businesses with a shareholding of not less than 50% between them. The group status has to be verified either by a confirmation of an auditor or the latest annual report in case of capital companies, and by an excerpt from the commercial register in case of partnerships. This proof has to be delivered until the end of the year of the publication at the latest. Later delivery will not be acknowledged

retrospectively. Any group discount is subject to the express written confirmation by the publisher in each case. Any group discount will only be granted for the duration of membership within that group. Termination of such membership has to be announced without delay; upon such termination the group discount no longer applies.

5. In case of doubt, all adverts have to be called for publication within one year from the conclusion of the contract. If within a contract the option to call individual adverts is granted, the order has to be completed within a year from the first publication, provided that the first advert is called and published within the period stated in phrase one.
6. Under existing contracts the customer remains entitled to call within the period agreed upon or according to clause 5, additional adverts on top of the number of adverts stated in the order, provided that there is sufficient advertising space left on the print/electronic medium as designed by the publisher.
7. In case an order is not completed for reasons not attributable to the publisher, the customer, independent of any other legal claim, has to reimburse the publisher for the difference between the discount as granted under the initial contract and the discount due according to the adverts actually called. This reimbursement will not apply in cases of acts of God within the risk range of the publisher.
8. While calculating purchase quantities millimetre lines of text will be converted to advert millimetres in accordance with the price.
9. Orders for adverts and third-party inserts declaredly to be published exclusively in certain numbers, volumes or places within the print medium have to reach the publisher in time for the publisher to notify the customer that the particular order cannot be carried out in that particular manner. Classified adverts will be published in the corresponding rubric without express agreement to that effect.
10. Adverts within text are adverts which adjoin to other text (not to other adverts) on at least three sides. Adverts that due to their design do not appear as being an advert will be marked with the word "advert" by the publisher.
11. The publisher reserves the right to reject orders for adverts – also single calls within a contract – and insert orders for reasons of content, origin or its technical form on the grounds of consistent and factually justified principles, if such content is in breach with the law or administrative orders or has been objected to by the German Advertising Council (Deutscher Werberat) or if the publication is unreasonable for the publisher. This also applies to orders submitted to agencies, receiving offices or representatives. Orders for inserts will only become binding for the publisher upon provision of a template of the insert and its subsequent approval. Inserts which, due to their design or format, may raise the impression of the reader to be part of the newspaper or magazine, or which contain third-party adverts, will not be accepted. The rejection of any order will be notified to the customer without delay.
12. The customer warrants holding all necessary rights to place the advert. The customer bears sole responsibility for the content and the legal admissibility of all text and picture material provided for the insert as well as all supplied advertising material. Within the advertising order he releases the publisher from all third-party claims

arising out of any breach of the law. He further releases the publisher from all legal costs of necessary legal defence. The customer shall be obliged to support the publisher to the best of his abilities in any legal defence opposite third parties by providing information and documentation. For the use of the advertising in print and online mediums of any kind, including the internet, the customer transfers to the publisher all necessary intellectual property rights of use, especially the rights to copy, distribute, transmit, broadcast, make available to the public, extract from a database and call, in each case for the time and extent necessary to comply with the order. All aforementioned rights are transferred without any local limitation.

13. The customer shall be responsible for the delivery of the text of the advert as well as faultless publication documentation (print documentation and/or ad banners programmed in an internet-suitable language) or supplements. In case of delivery of digital print documents the customer shall be obliged to provide those properly and in the format and/or according to the technical standards as requested by the publisher in time prior to the publication. The publisher will immediately request replacement of print documents which are apparently unsuitable or damaged. The publisher warrants the print quality which is usual for the ordered title within the constraints of the print documents. In case of publication in electronic media the publisher only warrants the publication on the agreed place/site and at the agreed time. These warranties only apply provided the customer complies with the guidelines of the publisher for creating and submitting print and/or electronic documentation.
14. Warranty rights of the customer within the business relation are subject to the customer informing the publisher immediately, at the latest within one week after the publication, in writing about any default; the publisher shall be informed in writing about any hidden default immediately after its detection. Defaults giving rise to warranty rights will be resolved by the publisher by substitute adverts free of charge for the customer. In case the publisher rejects performance of the contract seriously and finally, or if the substitute delivery is unsuccessful, or if such substitution should be unreasonable for the customer, or if the publisher rejected because of unreasonable costs of such substitution, the customer may in accordance with the law choose either to withdraw from the contract, or reduce the purchase price, or claim damages (or compensation of his expenses). In case of irrelevant defaults of the advert or the publication of any other advertising material the rescission of the contract is excluded. The statute of limitations for any claim of warranty is 12 months from the time of the publication.
15. The publisher bears unlimited liability for damages according to the law, unless the following stipulations do not provide otherwise. In the event of breach of a material contractual obligation the publisher is liable also for minor negligence but in an amount limited to foreseeable damage typically arising under the contract. Other than that the publisher is not liable for minor negligence. In any case of gross negligence the liability within commercial trading is limited to the amount of foreseeable damage typically arising under the contract unless the damage is caused by legal representatives or executive staff of the publisher. This applies to all claims for damages, regardless of their nature, especially also liability for tortious acts. The aforementioned limitation of liability will not apply to culpable injury of life, body or health. The customer shall undertake reasonable measures to prevent or minimize damages.

16. In case of box number advertisements the publisher will safeguard offers and forward them in time with the diligence of a prudent businessman. Certified and express mail to box number advertisements will only be forwarded by ordinary mail. All receipts to box number advertisements will be stored for four weeks. All receipts not fetched until then will be destroyed. Valuable documentation will be sent back by the publisher without any obligation to do so. In the interest and for the protection of the customer the publisher reserves the right to open incoming receipts for inspection purposes in order to prevent any misuse of the box number service. The publisher is not obliged to forward commercial appraisal and mediation offers.
17. Sample prints for adverts published in printed media are only provided upon specific request. The customer is responsible for the accuracy of the returned sample prints. The publisher will observe all corrections of errors which are made known to him within the deadline as specified when sending the sample print.
18. In case that no specific sizing requirements are given, the calculation will be based on the usual and actual print size of the advert.
19. Unless the customer makes advance payments, the invoice will be sent either immediately or – if possible - within fourteen days after publication of the advert. The invoice must be paid within the period stated in the price list, starting from the date of receipt of the invoice, unless a different period or advance payment have been agreed in an individual case. Any discounts on advance payments will be granted according to the price list.
20. In case of delayed or deferral of a payment interest and recovery costs will be charged. In case of delay of payment the publisher is entitled to withhold further publication under the current order until payment is made, and to demand advance payments for any remaining adverts. Should there be reasonable doubt about the customers solvency, the publisher shall be entitled - even under a current advertising contract - to depend the publication of further adverts on the advance payment of the amount due as well as the settlement of all outstanding amounts, regardless of the payment terms originally agreed.
21. Upon request, the publisher provides a sample advert with the invoice. Depending on the type and scope of the order, advert extracts, sample pages or full sample numbers will be provided. In case a sample can not be delivered any more it will be replaced with a legally binding certification by the publisher about the publication and distribution of the advert.
22. The cost of print documentation ordered by the customer as well as for considerable changes from the initially agreed version as requested or caused by the customer will be borne by the customer.
23. In case of a reduction of the circulation a price reduction may be claimed under a contract for several adverts if within the year of the first advert the average circulation falls below the average circulation as stated in the price list or elsewhere or, if a circulation figure is not stated, the average number of issues sold (for trade magazines, where appropriate, the average actual distribution) in the previous calendar year. Any reduction of the circulation is only deemed to be a default justifying a price reduction

if it amounts to 20% at a circulation of up to 50.000 copies; 15% at a circulation of up to 100.000 copies; 10% at a circulation of up to 500.000 copies and 5% at a circulation of more than 500.000 copies. Any reduction of circulation due to reasons stated in clause 25 will not be considered. Furthermore, any claim for price reduction will be excluded if the publisher has given the customer notice of a reduction in circulation early enough for the customer to be able to withdraw from the contract before publication of the adverts.

24. Print documentation will only be returned to the client upon specific request. The obligation to keep such documentation safe ends three months after the expiry of the contract.
25. In case of operational disruption or acts of God, illegal labour conflicts, illegal seizure, obstructions of traffic, general shortage of raw material or energy and the like – either within the production of the publisher or in production sites of third parties employed by the publisher to fulfil its obligations – the publisher remains entitled to full payment of the published adverts if the publisher has shipped and delivered the publication to an extent of 80% of the average circulation sold or guaranteed in any other way for the period of the last four quarters. In case that the shipped and delivered volume is inferior, the invoice amount will be reduced by the same ratio as between the guaranteed sold or agreed circulation and the circulation effectively delivered.
26. The place of performance is at the location of the publisher. The place of jurisdiction is at the location of the publisher. Insofar as claims of the publisher are not pursued within a dunning procedure, the place of jurisdiction in contract relationships with non-traders is determined by their domicile. In case the domicile or usual place of residence of the customer at the time of the beginning of legal proceedings is unknown, or the customer has relocated its domicile or usual residence since the conclusion of the contract outside the area of applicability of the law, the domicile of the publisher shall be deemed to be the agreed place of jurisdiction.

## **II. Terms and Conditions for the Creation and Use of Author Contributions**

1. The author or creator of other contributions (e.g. photographer, illustrator, caricaturist etc.), hereinafter named collectively as “author”, will deliver the contributions to the publisher electronically and, as the case may be, in addition as a machine-written manuscript. In case of electronic submission it is considered as agreed that such submission has to be in a word-format or a word-compatible format.
2. The author guarantees to create the contribution on his/her own with due diligence. While creating the contribution, the author will strictly respect existing copyrights of third parties and will not copy works from such third parties or use them in any other way, or quote them without indicating the source. In this regard the author also guarantees to be in full possession of all intellectual property rights inherent to his/her work and not to have made dispositions about those rights in any way.
3. The author transfers to the publisher, without geographic restrictions and for the duration of the statutory period of protection, the exclusive right to copy and distribute

the work created by him/her, for all versions and editions without limitation of number, and for all languages, including the right to publish such works in compilations. The author especially grants the publisher the right to include the work in databases for their retrieval against payment or free of charge, and to copy and distribute the work both online and/or offline. Furthermore the publisher obtains the right to edit and to modify the work. When doing so, Bauverlag will respect and consider the moral rights of the author.

4. The author will receive a fee per printed page according to agreement with the chief editorship. In case the author opts for V.A.T., the price is considered excluding V.A.T.

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### **III. Terms and Conditions for Online Products**

#### **1. Preliminary note**

These terms and conditions apply to all products which can be used exclusively by means of data transmission over the internet.

Differing terms and conditions of the customer shall not be binding for us unless our express written acknowledgment. Our terms and conditions will apply also in cases where we perform unreservedly under the contract while being aware of differing terms and conditions of the customer.

#### **2. Conclusion of contract**

2.1 The contract is concluded either by us expressly confirming an order, or by us shipping the merchandise or performing under our contractual obligations.

2.2 In case of electronic orders the receipt of an order is confirmed automatically. Such confirmation shall not be deemed a confirmation of an order or acceptance of a contract under clause 2.1.

#### **3. Prices, shipping cost, terms of payment**

3.1 Prices are valid as displayed on the websites of Bauverlag BV GmbH or on the (online) order form at the time of the placement of an order. All prices are in Euro (€) and include German value added tax (V.A.T.).

3.2 Subscription fees include respective shipping costs. Upon ordering single issues an additional postage percentage will be charged. This will vary according to the weight of the issue. The respective prices are available from the reader service.

3.3 The purchase price is due upon conclusion of the contract and payable without deductions within 30 days from the date of the invoice into one of the bank accounts as indicated on the invoice.

3.4 The customer shall not be entitled to withhold payments unless he/she has a legal right to do so. In case of delayed payments the publisher shall be entitled to demand advance payment for additional orders.

3.5 In case of subscriptions the subscription price is due upon receipt of the invoice. Subscription fees are to be paid in advance.

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#### **4. Instruction on right of revocation**

You may declare the revocation of your contractual statement within two weeks, and without giving any reasons, in text form (e.g. letter, fax, email). The revocation period commences upon the receipt of this revocation, though in any case not before conclusion of the contract, and furthermore not before we have complied with our obligation of information under article 246 § 2 with § 1 paras. 1 and 2 EGBGB (Introductory Code to the German Civil Code) and the duties according to § 312e para 1 phrase 1 BGB (German Civil Code) with article 246 § 3 EGBGB. The time-limit for stating the revocation shall be deemed as observed by the timely dispatch of the declaration of revocation. The revocation shall be directed to:

Bauverlag BV GmbH, Avenwedder Strasse 55, 33311 Gütersloh  
Telefax: (05241) 80 69 08 80  
Email: Leserservice@bauverlag.de

Consequences of revocation:

In case of a valid revocation, any services received by either side are to be mutually returned; any usage advantages (e.g. interest), if applicable, are to be returned. In the event that you are unable to return partially or entirely the service or product you received, or where you can only return it in a deteriorated state, you will be liable to pay compensation accordingly. All reimbursement obligations must be fulfilled within 30 days. This time limit runs for you with sending your declaration of revocation; for us with receiving it.

#### **End of revocation instruction**

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#### **5. Termination**

5.1 A contract for regular delivery of unstipulated duration can be cancelled observing the notice periods applicable at that time.

5.2 The termination notice has to be in writing.

#### **6. Warranty / Liability**

6.1 We do not assume any liability that the data and content provided by us is suitable for the real needs of the customer. Their selection and ordering is the sole responsibility of the customer.

6.2 Any complaint has to be registered with Bauverlag BV GmbH in writing without delay, at the latest within one month from the receipt of our service.

6.3 During the statutory warranty period either subsequent improvement or product replacement can be claimed. In case we are unable or unwilling to provide either a subsequent improvement or a product replacement, or where this fails for other reasons, the customer shall be entitled to choose to either withdraw from the contract or to claim a reasonable reduction of the purchase price.

6.4 Other than that our liability, especially for damage claims arising out of delayed or failed performance, are limited to intent and gross negligence. This excludes any liability for injury to life, body and health for which the legal liability stipulations apply fully.

## **7. Data protection**

We comply with the requirements of the Federal Data Protection Act (BDSG), the Tele Media Act (TMG) and all other applicable data protection stipulations. By using our website and/or placing an order the customer expressly consents to our use of data as described hereinafter. The customer is entitled to revoke his consent with effect for the future at any time.

### **7.1 Recording and processing of data**

We automatically collect and store information in our Server Log Files that your browser transfers to our server. This includes e.g.: browser type, operating system, previously visited webpage (referrer URL), IP-address or time of the server request. This logging is solely for internal system-related and statistical purposes. We are not able to trace this data back to specific individuals. This data will not be merged with other data sources.

Additional personal data is only logged and used as far as you provide such data voluntarily, e.g. by sending a request or placing an order. We use this personal data solely and exclusively to handle and process your order.

We will not forward your personal data including your address and email to third parties, except for service partners who need this information in order to process the order (e.g. shipping companies or financial services/institutes handling the payment). In such cases we limit the forwarded data to the necessary minimum.

### **7.2 Cookies**

This website uses so-called „cookies“. Cookies are small text files information units that a provider stores in the visiting user's computer and enables the logging of statistical information such as browser, operating system, referrer-URL and time. You can set your internet browser in a way that cookies are not being stored.

### **7.3 Right to information**

Upon written request we will be happy to inform you about all data we may have stored about your person.

## **8. Final provisions**

8.1 The contractual relationship with us is governed exclusively by the law of Germany.



8.2 For businesses/merchants and corporate bodies under public law the place of business of Bauverlag BV GmbH is the exclusive place of performance and the place of jurisdiction for all legal disputes arising out of the contract, including actions on dishonoured bills and cheques. We remain entitled to sue at the place of business/domicile of the Buyer.

## **Terms & Conditions for Events**

of Bauverlag BV GmbH, Avenwedder Straße 55, 33311 Gütersloh.

The following terms and conditions apply to the contract relationship between participants of congresses, seminars, workshops, meetings and conferences („event“) and Bauverlag BV GmbH (“organizer“).

### **1. Venue**

The venue will be announced in the respective event program.

### **2. Event organizer**

Bauverlag BV GmbH  
Avenwedder Str. 55  
33311 Gütersloh  
Tel.: ++ 49 (0) 5241 / 80- 2791  
Fax: ++ 49 (0) 5241 / 80- 9582  
E-Mail: [Info@bauverlag.de](mailto:Info@bauverlag.de)

### **3. Registration/Conditions of participation**

Registrations for an event are principally to be submitted in writing and signed with a legally valid signature. Online-registrations via internet and email do not require an electronic signature at this time. Since attendance to event elements such as a factory tour etc. are limited by number, registrations will be considered by the date of their receipt. Upon receipt a confirmation and an invoice will be sent. The invoice principally has to be paid prior to the beginning of the event. There is no general right of admission; the organizer reserves the right of admission in each individual case.

### **4. Participation/Cancellation**

Cancellations have to be in writing and will be possible free of charge if registered up to 14 days prior to the beginning of an event. After that time, half of the registration fee will be charged as cancellation fee. In case of no-show or cancellation on the day of the event the full registration fee is due. Bauverlag BV GmbH gladly accepts substitute participants without additional cost. The participants shall be entitled to prove that the organizer did not suffer any damage or loss by cause of the cancellation, or that any such damage or loss is inferior to the registration fee.

### **5. Arrival – overnight stay - accommodation**

Travel arrangements and accommodation are organized, reserved and paid by each participant on their own. Special rates at accommodations (hotels) as mentioned in the event program will apply provided the reservation is made in a timely fashion. The organizer does not guarantee the availability of such special rates. Further details are to be found in the event program.

### **6. Limitations of liability**

The organizer is liable for damages caused by acts of intention or gross negligence towards the participant. This applies also in case the event takes place in premises or on sites of third parties. This limitation of liability will not apply in case of breach of material contractual obligations or damages resulting from injury to life, body or health of a participant.

### **7. Language/Translations**

All lectures, presentations etc. during an event will principally be held in German. Certain lectures, presentations etc. may also be held in English without proper translation. All lectures held in any other language will either be translated to German or English. Corresponding event documentation follows this rule. There is no general claim for translation.

### **8. Copyright**

Lectures and documentation used during an event are protected by copyright and are not to be copied, distributed or commercially used in any way, in total or in part, without the permission of the

organizer and the respective speaker. Film and sound recordings during the event are subject to prior authorisation by the organizer. Photography for private purposes is permitted. The organizer assumes no liability whatsoever for the accuracy of content of lectures and documentation.

#### **9. Exhibition/Sponsoring**

Special terms and conditions may apply for specialist exhibitions or sponsoring events accompanying another event which will be provided in connection with any such event.

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#### **10. Data Protection/Consent**

**The participant consents, subject to his revocation at any time, to the organizer processing and using his personal data for the purposes of information about products or services. Should the participant not wish such information, an informal written communication to the above mentioned address of the organizer is sufficient.**

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#### **11. Place of Performance and Jurisdiction**

These terms and conditions as well as all legal relationships between the organizer and the participant are subject to the laws of Germany under exclusion of the UN convention of contracts (CISG). As far as legally permissible, the place of performance and jurisdiction is agreed to be Gütersloh.