

Energiemarkt GMBH GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all contracts concluded with Energiemarkt GmbH (hereinafter also referred to as the "Publisher") for the publication of advertisements, irrespective of whether the client or customer is a consumer, entrepreneur or merchant. We do not accept deviating terms and conditions of the client or customer. This also applies if we do not expressly object to their inclusion.

1 DISPLAY

1. "Advertising order" within the meaning of the following General Terms and Conditions is the contract for the publication of one or more advertisements by an advertiser or other advertiser in a printed publication for the purpose of distribution.

2. Orders for adverts or advertising can be placed in person, by telephone, in writing, by e-mail or via the Internet. The publisher is not liable for transmission errors. In case of doubt, adverts must be called off for publication within one year of conclusion of the contract. If the right to call off individual advertisements has been granted within the framework of a contract, the order must be processed within one year of publication of the first advertisement, provided that the first advertisement is called off and published within the period specified in sentence 1.

3. In the case of contracts concluded, the client shall be entitled to call off further advertisements within the agreed period or the period specified in Section 2, even beyond the quantity of advertisements specified in the order.

4. If an order is not fulfilled due to circumstances for which the publisher is not responsible, the client must reimburse the full price, irrespective of any other legal obligations. Reimbursement shall not apply if the non-fulfilment is due to force majeure within the publisher's sphere of risk. In the event of operational disruptions or interventions due to force majeure (e.g. labour disputes, confiscation, etc.), the publisher shall be entitled to full payment for the published advertisements if the orders have been fulfilled with 80% of the guaranteed paid circulation.

5. When calculating the purchase quantities, text millimetre lines are converted into advertising millimetres according to the price.

6. Orders for advertisements and third-party supplements which are declared to be published exclusively in specific numbers, specific issues or in specific places in the publication must be received by the publisher in good time so that the advertiser can be informed before the advertising deadline if the order cannot be fulfilled in this way. Otherwise, no guarantee is given for the inclusion of advertisements in certain numbers, issues or places. Classified advertisements will be printed in the relevant section without this requiring express agreement.

7. In contrast to adverts on ad-only pages, text-only adverts are placed on editorial pages. Adverts "in text only" are adverts that are not adjacent to other adverts. Advertisements that are not recognisable as advertisements due to their editorial design will be clearly identified as such by the publisher with the word "advertisement".

8. The publisher reserves the right to reject advertising orders - including individual call-offs as part of a contract - and insert orders on the grounds of content, origin or technical form in accordance with standardised, objectively justified principles. This rejection is also permissible if the content of the advertisements or inserts violates laws or official regulations and their publication is therefore unreasonable for the publisher. This also applies to orders placed with branch offices, receiving offices or representatives. Orders for inserts are only binding for the publisher after submission of a sample of the insert and its approval. Inserts which, due to their format or layout, give the reader the impression that they are part of the newspaper or magazine, or which contain third-party adverts, will not be accepted. The client will be informed immediately if an order is rejected. The client bears sole responsibility for the content and legal admissibility of the text and image material provided for the insertion. The client is responsible for indemnifying the publisher against any claims by third parties arising from the execution of the order, even if it is cancelled. The publisher is not obliged to check orders and advertisements to see whether they infringe the rights of third parties.

9. The client is responsible for the timely delivery of the advertisement text and flawless printing material or inserts. The publisher shall immediately request replacements for printing material that is recognisably unsuitable or damaged. The publisher shall guarantee the usual print quality for the title advertised within the scope of the possibilities offered by the printing material.

10. If the advertisement is completely or partially illegible, incorrect or incomplete, the client shall be entitled to a reduction in payment or a replacement advertisement, but only to the extent that the purpose of the advertisement has been impaired. If the publisher allows a reasonable deadline set for this purpose to elapse or if the replacement advertisement is again not flawless, the client shall be entitled to a reduction in payment or cancellation of the order. Complaints must - except in the case of obvious defects - be made within four weeks of receipt of the invoice and proof. In all cases of contractual and non-contractual liability, the publisher shall be liable for damages or compensation for wasted expenditure in the event of intent and gross negligence in accordance with the statutory provisions. In other cases, unless otherwise stipulated below, the publisher shall only be liable in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the client may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases, liability is excluded subject to the following sentence. Liability for damages resulting from injury to life, limb or health and under the Product Liability Act remains unaffected by the above limitations and exclusions of liability.

11. Proofs will only be supplied on express request. The client is responsible for the accuracy of the returned proofs. The publisher shall take into account all corrections of errors that are communicated to it within the deadline set when the proof is sent. If the client does not return the proof sent to him in good time within the deadline set, authorisation for printing shall be deemed to have been granted.

12. If no special size specifications are given, the calculation shall be based on the actual print height customary for the type of advertisement.

13. If the client does not pay in advance, the invoice shall be sent immediately, but if possible 14 days after publication of the advertisement. The invoice must be paid within the period specified in the price list from receipt of the invoice, unless a different payment period or advance payment has been agreed in individual cases. Any discounts for early payment shall be granted in accordance with the price list.

14. In the event of late payment or deferral of payment, interest and collection costs will be charged. In the event of late payment, the publisher may postpone further fulfilment of the current order until payment has been made and demand advance payment for the remaining advertisements. If there are reasonable doubts as to the solvency of the customer, the publisher shall be entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent on the advance payment of the amount and on the settlement of outstanding invoice amounts, regardless of any originally agreed payment terms.

15.1. On request, the publisher will supply a digital ad copy at the time of publication. Depending on the type and scope of the advertisement order, advertisement cuttings, proof pages or complete proof numbers will be supplied. If a voucher can no longer be obtained, it shall be replaced by a legally binding certificate from the publisher confirming the publication and distribution of the advertisement."

15.2. The content supplied by the publisher is protected by copyright. The publisher grants the voucher recipient the right to save, read and print out the content supplied for his own purposes. It is expressly forbidden to reproduce the content digitally or to pass it on to third parties outside of one's own company, unless the restriction of § 44 a UrhG (temporary acts of reproduction) applies. The publisher will provide the supplied voucher copies with an individual watermark, consisting of personal data of the respective authorised user, as a technical protective measure within the meaning of § 95 a UrhG and will randomly check the number of retrievals via the links. The publisher reserves the right to take further protective measures within the meaning of § 95 a UrhG to prevent or prove any infringements and to initiate criminal and civil proceedings in the event of infringement and/or circumvention of the restrictions on use regulated here.

16. Costs for the production of ordered printing blocks, films, lithographs, matrices and drawings as well as for significant changes to originally agreed designs requested by the client or for which the client is responsible shall be borne by the client.

17. In the case of a contract for several advertisements, a reduction in circulation may give rise to a claim for a price reduction if the total average circulation for the insertion year beginning with the first advertisement falls below the average circulation stated in the price list or otherwise or - if no circulation is stated - the average paid circulation (in the case of trade journals, the average actual circulation) for the previous calendar year. A reduction in circulation is only a defect justifying a price reduction if it amounts to 20 per cent. In addition, price reduction and compensation claims are excluded for contracts if the publisher has informed the client of the reduction in circulation in good time so that the client was able to withdraw from the contract before the advertisement was published.

18. In the case of box number advertisements, the publisher shall exercise the care of a prudent businessman for the safekeeping and timely forwarding of the offers. Registered letters and express letters in response to box number advertisements will only be forwarded by normal post. Receipts of classified adverts will be kept for four weeks. Letters that have not been collected within this period will be destroyed. The publisher will return valuable documents without being obliged to do so. In the interest and for the protection of the advertiser, the publisher reserves the right to open the incoming offers for checking purposes in order to prevent misuse of the long-distance service. The publisher is not obliged to forward commercial advertisements and brokerage offers. Letters that exceed the permissible DIN A4 format, as well as consignments of goods, books, catalogues and small parcels are excluded from forwarding and will not be accepted. Acceptance and forwarding may nevertheless be agreed by way of exception in the event that the client assumes the fees/costs incurred.

19. Print documents will only be returned to the client on special request. The obligation to retain the documents ends three months after expiry of the order.

20. The place of fulfilment is Hamburg. In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal action shall be Hamburg. If the client has no general place of jurisdiction in Germany, Hamburg is agreed as the place of jurisdiction. If the domicile or habitual residence of the client is unknown at the time the action is brought or if the client has moved his domicile or habitual residence outside the area of application of the law after conclusion of the contract, the place of jurisdiction shall be the registered office of the publisher. The contract shall be governed by German law. We do not participate in dispute resolution proceedings before a consumer arbitration board.