

General terms and conditions

§ 1 Scope

The general terms and conditions mentioned below shall apply to all orders awarded to us, especially orders to publish advertisements in printed media and/or on the Internet, as well as orders for attaching, or more specifically, inserting advertising leaflets in printed material. The general terms and conditions of the client, even if accepted by us, shall not form part of the Agreement.

§ 2 Agreement conclusion; right of refusal; identification as advertising

(1) Unless otherwise agreed, our quotations shall be subject to change. An order shall become binding either following written order confirmation or upon its execution, in particular when publishing advertisements.
 (2) We reserve the right to decline orders, in whole or in part, if we consider it unreasonable to execute the order, especially due to the content, origin or the form of the advertisement to be published.
 (3) Advertisements which cannot be clearly recognized as such based on their editorial design shall be identified as advertising by us.

§ 3 Responsibility for order content

The client shall bear full responsibility for the content of the order issued to us, in the case of advertising orders he shall be particularly responsible for issues relating to press, competition and copyright laws for the advertisement, and must therefore release us from all third-party claims based on the issue of and/or performance of the order.

§ 4 Notice periods and deadlines; default

(1) Notice periods and deadlines shall only be binding on us if these have been confirmed by us in writing. Notice periods shall commence no sooner than the time when we become aware of the binding order being issued, however, not before we have at our disposal the full information and items, in particular samples and advertisement templates, required to execute the order.
 (2) In the event of force majeure, we shall be entitled to extend, or postpone, any agreed notice periods and deadlines by the length of the impediment in addition to a commensurate lead-time at reasonable discretion. Force majeure shall be deemed to be any circumstances that significantly impair or render impossible through no fault on our part execution of the order by us in accordance with the proper notice periods or deadlines. This applies, in particular, to raw material shortages, power shortages, strikes and lockouts, computer outages as well as other operational disruptions, irrespective of whether these events arise for us, third parties (suppliers, network operators), or public transport providers.
 (3) In the event of default, our liability shall be limited to the sum insured from the business liability insurance policy concluded for such cases and in the absence of such an insurance policy limited to typically foreseeable damages in cases of this type.

§ 5 Payment conditions

(1) The payment term shall be 10 days and shall commence on the day the invoice is issued. A discount of 2% may only be deducted for debit authorizations and prepayments. The client shall in addition bear the preparation costs for executing the order, for example, any printed documents required and any drafts, samples and similar other tasks requested by him, as well as any statutory value-added tax.
 (2) Expenses for rebates or fees shall be borne by the client.
 (3) In the event of payment default, the client, who is not a consumer within the meaning of § 13 BGB (Bürgerliches Gesetzbuch [German Civil Code]), shall be liable for interest on arrears at nine (9) percentage points per annum above the base interest rate of the German central bank (Bundesbank) as a lump-sum payment. The client, who is not a consumer under the meaning of § 13 BGB, shall be liable for interest on arrears at five (5) percentage points per annum above the base interest rate of the German Bundesbank as a lump-sum payment. We reserve the right to assert claims for higher or lower rates of compensation for defaults in each case. The client, who is not a consumer within the meaning of § 13 BGB, shall be in payment default at the latest if he does not pay within 30 days after the due date and receipt of an invoice or comparable payment schedule.
 (4) The client shall only be granted the right to offset insofar his counterclaims are deemed legally enforceable, are recognized by him, and are undisputed. The client shall only be authorized to exercise the right of retention insofar his counterclaim is based on the same contractual relationship.
 (5) In the event of significant worsening of the client's financial circumstances, we shall be entitled to make further performance of the order dependent on prepayment of the amount due and settlement of all other client liabilities due regardless of any agreed terms of payment.

§ 6 Warranty for defects; liability

(1) The client must make a complaint in writing regarding obvious defects in the order execution without delay, within two weeks at the latest after being aware of the order execution, in the case of advertising orders within two weeks at the latest after the advertisements are published; notification of defects after this time shall hereby be excluded. Furthermore, § 377 HGB (Handelsgesetzbuch [German Commercial Code]) shall apply in this respect. All warranty claims for defects shall be subject to a limitation period of one year, notwithstanding this, if the client is a consumer within the meaning of § 13 BGB, then a limitation period of two years shall apply.
 (2) For advertisement orders and orders for attaching or inserting advertising leaflets in printed material, a decline in the circulation of the print layouts occurring at the time of executing the order versus circulation reported in our media information applicable at the time of contract conclusion of up to 20% still does not constitute any defect.
 (3) Defects in one part of the order execution do not give grounds for complaint regarding the entire order execution.
 (4) In the event of justified complaints notified in a timely manner, we shall be entitled to costs for supplementary performance. Supplementary performance may be refused if these costs of this are disproportionately high. If the supplementary performance fails, is unreasonable or was refused, then the client may choose either to withdraw from the Agreement or to reduce the payments in accordance with the extent of the defect or compensation within the scope of the following paragraphs 5 and 6 or, however, if he resolves the defect himself, request reimbursement for any expenditure required to do so.
 (5) For errors in executing the order by appointed third parties, we shall only be liable up to the amount of our own claims against these third parties. In such a case, we shall be entitled to fulfill warranty claims of the client by assigning our claims arising against these third parties. If this right is exercised, then further warranty claims shall only arise for the client against us if these third parties do not comply with a warranty request from the client that is substantiated with coherent reasoning.
 (6) For client compensation claims due to defective order execution or other breaches of duties, the following shall apply: We shall not be liable for any damages that have not occurred for the delivery item or services rendered; in particular, we shall not be liable for any lost profits or other financial losses of the client. This exemption from liability shall not apply to damages for personal injury or harm to health and, furthermore, not to any losses caused intentionally or through gross negligence. Furthermore, this shall not apply if a substantive obligation in the Agreement is breached; in this case, our liability shall be limited to the sum insured from the business liability insurance policy concluded for such cases and, in the absence of such an insurance policy, limited to typically foreseeable damages in cases of this type.

Insofar our liability is excluded or limited, this shall also apply to the personal liability of our legal representatives, employees, workers, freelancers and vicarious agents.

§ 7 Return and retention of documents and other items

All documents obtained or created within the scope of executing the order shall be issued at the special request of the client at his own expense. Our duty to retain these documents and other items shall end three months following order execution.

§ 8 Place of performance, applicable law; place of jurisdiction; partial invalidity

(1) The place of performance shall be Hanover.
 (2) The legal relationships between the client and us shall be governed exclusively by the laws of the Federal Republic of Germany.
 (3) If the client is a merchant within the meaning of HGB, then Hanover is the agreed place of jurisdiction. The same shall apply when, for the client, it is a matter of a legal entity under public law or a special asset under public law or if the client does not have his own place of jurisdiction in the Federal Republic of Germany. The agreements in clause 1 and 2 regarding the place of jurisdiction shall not apply in the event of another sole place of jurisdiction that is set out by law.
 (4) If any individual provisions of these General Terms and Conditions become invalid, the remaining provisions shall not be affected. Both contractual parties undertake, in this case, to adopt a new legally enforceable arrangement that most closely resembles the commercial intent of the invalid provision.

§ 9

The Media-Manufaktur processes your data for contract fulfillment, customer support and if you have consented or we are legally entitled to for promotional purposes. Your data can also be forwarded to service providers for the purposes mentioned. You can always object to the promotional use of your data by e-mail to datenschutz@media-manufaktur.com and also unsubscribe upon receipt of an e-mail from the distributor. Here you will find detailed information about our [privacy policy](#) (Temporary only in German) and the [information requirements](#) (Temporary only in German).