

Terms and Conditions

advance payment of the price of the advertisement and the settlement of outstanding invoices. Where orders are accepted by telephone, orders placed by advertisement customers with no existing Master Contract shall be settled by direct bank transfer. The transfer shall be effected immediately after the date of the invoice, without deductions. Incorrect advertising invoices may be corrected within six months of the original invoice date. The client shall have a right of set-off only if the client's counterclaims have become definitive and absolute and are not disputed.

18. Advertisement orders from abroad:

In countries where the publisher has a foreign agent, billing and payment shall be effected in accordance with the agent's terms and conditions. In countries where there is no foreign agent, payment in advance is required, preferably using credit card (Eurocard/MasterCard, American Express or Visa). Foreign customers must submit their value-added tax identification number (VAT ID no.), their proof of registration as a business or their exemption from German turnover tax together with the advertising order. If the order for the advertisement is not subject to sales tax (VAT), the invoice shall be issued without charging sales tax. The publisher shall be entitled to subsequently charge the sales tax if the competent tax authorities judge that the advertisement is taxable.

19. Typesetting costs:

The client shall bear the cost of preparing any artwork, films or drawings ordered, and also the cost of any substantial amendments which it requests or causes to be made to previously agreed versions.

20. Rates for classified advertisements:

Advertisements shall be classified by the publisher according to the content and substance thereof. If the client orders the advertisement to be placed in a different section, the rate which would have applied for the correct placement shall nevertheless apply. If the rate for the different section requested by the client is higher than the rate had the advertisement been placed correctly, the higher rate shall apply.

21. Varying rates:

The publisher may set rates which vary from the rate card for advertisements placed in supplements of the publisher and in infomercials, advertorials, advertisements in special publications and collectives, as well as for advertisements sold after the closing deadline for advertisements.

22. Local rates:

The local rate shall only be allowed in respect of commercial advertisements placed directly by trade or industrial

businesses based in Bavaria, including branch establishments advertising independently. Said partial bookings in the Süddeutsche Zeitung are not possible for classified advertisements and brand advertising. Businesses not based locally may make a partial booking for local campaigns and services that are limited in time and are within the economic area of Munich/Bavaria. Advertisements not meeting the above criteria can only be booked for the full edition.

23. Rates for the weekend edition:

The Saturday rates set out in the rate card relate exclusively to the weekend edition, even if said weekend edition is published on a day other than a Saturday.

24. Group discounts:

In order for a group discount to be granted to a subsidiary, written proof is required that more than 50 percent of its equity is held by its parent company. The publisher shall grant group discounts only to private-sector businesses (therefore not to independent governmental organisations or public-sector corporations and the like).

25. Bonus discounts:

For advertisements in the Recruitment Market, personal recruitment agencies and personnel consultants shall be granted bonus discounts upon request. All bonus discounts allowed are provided by the publisher on a voluntary basis; no entitlement to them exists.

26. Warranty:

In the event of any obvious defect, claims must be asserted by the client at the latest within two weeks following receipt of the invoice. Claims relating to defects which are not obvious must be lodged by the client no later than one year following publication of the advertisement. If the publication of an advertisement is defective despite the advertising material having been supplied in good time and free from defects, and despite a prompt claim having been made, the client may demand that a replacement defect-free advertisement be printed. Claims for subsequent performance shall be excluded if this would involve excessively high costs for the publisher. If the publisher allows a reasonable deadline which has been set for it to expire, if it refuses to carry out subsequent performance, or if it is unreasonable to expect the client to accept the subsequent performance, or if the subsequent performance fails, the client shall be entitled to cancel the contract or to claim a reduction in price to the extent to which the purpose of the advertisement was impaired. Warranty claims by commercial entities shall be time-limited to 12 months following publication of the relevant advertisement.

27. Liability:

The publisher shall be liable for damage caused intentionally or by gross negligence, for damage resulting from an intentional or negligent injury to life, body or health as well as for damage due to at least a careless breach of duty, the performance of which enables the order for the advertisement to be properly executed in the first place, the breach of which jeopardises the achievement of the purpose of the contract and compliance with which the client regularly relies upon. Save for in cases of liability for intent and for an intentional or negligent injury to life, body or health, the obligation to pay compensation shall be limited to the foreseeable damage that typically occurs. In all other cases, claims for compensation against the publisher are excluded, irrespective of the legal grounds. Insofar as the liability of the publisher is excluded or limited under the above provisions, this shall also apply to the personal liability of its staff, authorised representatives and agents in performance. Liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected. Save for in the case of claims arising out of tort or an intentional action, claims for damages by commercial entities against the publisher shall be time-limited to 12 months after the date when the client learned or ought to have learned of the circumstances giving rise to the claim. If the client fails to follow the publisher's recommendations on the preparation and transmission of digital copies and artwork, the client shall have no claims in the event of errors in the publication of the advertisement. This shall also apply if the client fails to comply with other provisions under these Terms and Conditions pertaining to the rate card. The customer shall be liable for ensuring that electronic files transmitted are free from viruses. The publisher may delete files infected with viruses without this giving rise to any claims on the part of the client. The publisher reserves the right to claim damages if the viruses cause any loss. In the event of force majeure and in the case of industrial disputes for which the publisher is not responsible, the publisher shall be released from its obligation to fulfil orders; there shall be no claim for damages as a result.

28. Advertising agencies are obliged to adhere to the publisher's rate card in their offers, contracts and statements of account towards the advertisers. The agency commission granted by the publisher shall be calculated on the basis of the net price payable by the advertiser, i.e. after deduction of discounts, bonus discounts and any reductions for defects. The agency commission is not granted on private rates and is accrued only when orders are arranged for third parties. It will be paid only to advertising agencies recognised by the publisher and subject to the proviso that the order is placed directly by

said advertising agency, that said agency is responsible for obtaining the completed and ready-to-print advertising material and that said agency is registered in the Trade Register as an advertising agency. The publisher is at liberty to decline orders from an advertising agency if it has doubts as to whether the agency activity is carried out professionally or it has doubts as to the advertising agency's creditworthiness. Advertising orders placed by advertising agencies are placed in their own name and for their own account. Therefore, where advertising agencies place orders, in case of any doubt the contract shall be considered as being with the advertising agency. If an advertiser becomes the client, this must be separately agreed, stating the name of the advertiser. The publisher is entitled to request proof of client status from the advertising agency.

29. Final provisions:

In the event that one or more of the provisions of the advertising contract/these Terms and Conditions should be, or become, ineffective, the validity of the other provisions shall not be affected thereby. The Terms and Conditions and/or advertising contract shall be governed by the laws of the Federal Republic of Germany; application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. The place of performance shall be Munich. The place of jurisdiction for lawsuits against commercial entities, public-sector legal entities and special bodies or funds under public law shall be Munich. In case of a discrepancy between this English version and the German version of these Terms and Conditions and/or the advertising contract the German version is the authoritative one and supersedes this English version.

30. Data protection:

The publisher stores client data by means of computer systems as part of the business relationship. The voluntary details are used, together with the details required for processing the business transaction, by Süddeutsche Zeitung GmbH and the companies belonging to Süddeutscher Verlag Mediengruppe, the service publishers of Süddeutsche Zeitung GmbH and other selected companies for marketing purposes, to conduct internal market research and to inform the client about products and services that may be of interest to the client. If the client does not want this, the client may notify the publisher thereof at any time in writing: Süddeutsche Zeitung GmbH, Anzeigenservice, Hultschiner Strasse 8, 81677 Munich/Germany.

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