

General Terms and Conditions (GTC) for Advertising Orders in Print and Digital Publications of Wieland Verlag GmbH

(Status: March 2026)

1. Scope

These General Terms and Conditions apply to all advertising orders concluded between Wieland Verlag GmbH (hereinafter referred to as the "Publisher") and the advertiser (hereinafter referred to as the "Client") for the publication of advertisements in print or digital publications of the Publisher. Any differing terms and conditions of the Client shall apply only if expressly confirmed in writing by the Publisher.

2. Advertising Order

An advertising order within the meaning of these GTC is a contract for the publication of one or more advertisements by an advertiser or other client (Client) in a print or digital edition of a publication for the purpose of distribution. The contract shall come into effect upon written confirmation of the order by the Publisher.

3. Rejection of Advertisements

The Publisher reserves the right to reject advertising orders, in particular if

- their content violates laws or official regulations,
- their content is considered immoral or unreasonable, or
- their design does not comply with the technical requirements.

Orders that have already been confirmed may also be rejected if the Client subsequently makes changes to the content that violate these principles.

4. Advertising Prices

The prices valid at the time the contract is concluded shall apply in accordance with the current advertising rate card or media data of the Publisher.

All prices are exclusive of statutory value-added tax (VAT).

Discounts or rebates (e.g. for series advertisements or multiple bookings) apply only if expressly agreed.

5. Payment Terms

Invoices are payable within 14 days of the invoice date without deduction, unless otherwise agreed.

In the event of late payment, the Publisher shall be entitled to

- postpone further advertising orders,
- require advance payment for future advertisements,
- charge statutory default interest.

6. Print Materials

The Client is responsible for the timely and technically correct delivery of the print materials.

- Materials must be submitted no later than the print material deadline.
- Technical requirements are specified in the Publisher's media data.
- The Publisher accepts no liability for obviously unsuitable or damaged print materials.

If print materials are not delivered on time or not delivered correctly, the Publisher shall be entitled to

- design the advertisement at its own discretion, or
- charge the advertising space regardless.

For special formats booked for several issues under a fixed term agreement, the submitted advertisement design shall apply for the entire term.

Replacement of the print materials is only possible when extending the agreement for a further term and must be submitted no later than the print material deadline for the first issue of the extended term.

Additional typesetting or graphic work may be charged separately.

7. Placement of Advertisements

The Publisher will endeavor to take into account placement requests made by the Client. However, a specific placement can only be guaranteed if it has been expressly confirmed in writing.

8. Postponement of Advertising Orders

The postponement of a booked advertisement to another issue requires the prior approval of the Publisher. The Client has no entitlement to such postponement.

9. Cancellation of Advertising Orders

Cancellations must be made in writing.

9.1 Regular Single Advertisements

The following cancellation fees apply:

- up to the booking deadline: 50% of the advertising price,
- after the booking deadline: 100% of the advertising price.

The booking deadline is specified in the media data.

Production or design costs already incurred may be charged additionally.

9.2 Special Formats with a 12-Month Term

For special formats booked with a term agreement of 12 months, the following applies:

- The booking is made for the entire agreed term; invoicing for all issues will be made in a single amount with the first publication.
- In the event of a full cancellation, Section 9.1 applies.
- In the event of a partial cancellation by the Client during the agreed term, a cancellation fee amounting to 50% of the proportional invoice amount shall be retained.

The Client reserves the right to prove that the Publisher has suffered no damage or substantially less damage.

10. Warranty and Complaints

The Publisher guarantees technically proper reproduction of the advertisement within the scope of customary print quality.

Minor color deviations or printing-related differences do not constitute a defect.

Complaints must be submitted to the Publisher in writing within 7 days after publication of the issue.

In the event of justified complaints, the Publisher's liability shall be limited to a replacement advertisement or an appropriate reduction of the advertising price.

11. Liability

The Publisher shall only be liable for damages resulting from intent or gross negligence. Liability for indirect damages, consequential damages or loss of profit is excluded to the extent permitted by law.

12. Complimentary Copy

Upon request and prior consultation, the Client shall receive one copy of the issue in which the advertisement has been published.

13. Copyright and Usage Rights

By submitting the print materials, the Client confirms that they hold all necessary rights for publication.

The Client shall indemnify the Publisher against all third-party claims arising from violations of copyright, trademark rights or personal rights.

14. Jurisdiction and Place of Performance

The place of performance and jurisdiction, insofar as legally permissible, shall be the registered office of the Publisher.

The laws of the Federal Republic of Germany shall apply.

15. Severability Clause

Should any provision of these GTC be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.