

# General Terms and Conditions (GTC)

- 1) "Advertising order" within the meaning of the following General Terms and Conditions is the - written or verbal - contract for the publication of one or more advertisements, banners, advertorials, etc. of an advertiser or other interested party in the publications of Solarthemen Media GmbH (hereinafter referred to as the publisher) for the purpose of dissemination.
- 2) Orders for advertisements and third-party inserts are always placed for specific issues of magazines or newsletters or, in the case of websites, for a specific period or duration period of time or a placement duration, such as the number of page views. The publisher's order confirmation shall be binding.
- 3) The publisher reserves the right to reject orders such as print advertisements, banners, picture-text advertisements, advertorials and insert orders on the basis of their content, origin or technical form in accordance with uniform principles or technical form, if their content violates laws or official regulations or if their publication is unacceptable for the publisher.  
Inserts or advertisements containing third-party advertisements will not be accepted.
- 4) Advertisements which are not immediately recognizable as such, in particular those which, due to their format or presentation, give the reader the impression that they are part of the editorial section, shall be clearly identified by the publisher with the word "advertisement", unless this is already included in the template.  
The same procedure is also followed for digital formats. Advertorials, for example, are identified by terms such as "advertisement," "advertising," or "sponsored content."
- 5) The customer shall be liable to the publisher for damages incurred by the publisher as a result of claims by third parties based on press law or other legal regulations. The publisher is not obliged to check orders and advertisements to determine whether they infringe the rights of third parties.
- 6) The client is responsible for the timely delivery of flawless print documents, inserts and files. The print copy deadline specified in the actual mediadata of the publisher shall be binding for advertisements. For banners, advertorials and picture-text advertisements, the date stated in the respective order confirmation. The publisher shall immediately request replacements for recognizably unsuitable or damaged print documents/files.  
If defects are not immediately apparent but only become apparent during the printing process or at such a late stage that the customer is no longer able to supply print documents/files free of defects until the time of assembly, the customer shall have no claims in the event of insufficient printing. Unusable printing files which lead to a failure of the advertisement will be charged at 100 percent of the advertisement price.  
The client is responsible for the correct and complete transmission of the data. The publisher guarantees the quality customary for its publications within the scope of the possibilities given by the documents. The customer shall ensure that inserts arrive on time at the agreed date and place. Otherwise, the client shall owe the publisher the agreed fee for the insert even without consideration.
- 7) In the event of wholly or partially illegible, incorrect or incomplete printing of the advertisement, the customer shall be entitled to a reduction in payment or a faultless replacement of the advertisement, but only to the extent that the purpose of the advertisement was impaired.  
Claims for damages arising from positive breach of contract, culpa in contrahendo and tort are excluded, even if the order was placed by telephone.  
Claims for damages arising from impossibility of performance and delay shall be limited to compensation for the foreseeable damage and to the amount of the damage and to the fee payable for the advertisement or insert in question. This shall not apply to intent and gross negligence on the part of the publisher and its vicarious agents. The liability of the publisher for damages due to the absence of warranted characteristics remains unaffected.  
In commercial business transactions, the publisher is also not liable for gross negligence of vicarious agents.  
In other cases, liability for gross negligence vis-à-vis merchants shall be limited to foreseeable damage up to the amount of the relevant advertising.
- 8) Complaints must be made - except in the case of non-obvious defects - within two weeks of receipt of invoice and receipt.

**Verlagsadresse:**

Solarthemen Media GmbH  
Bültestraße 70 b • 32584 Löhne  
Tel. +49 (0)5731 83460 • Fax +49 (0)5731 83469  
[www.solarserver.de](http://www.solarserver.de)  
Geschäftsführer: Guido Bröer, Andreas Witt  
Amtsgericht: Bad Oeynhausen, Handelsregisterblatt 16814

**Ihre Ansprechpartnerin:**

Ute Meyer-Heinemann  
Tel. 05731 8660441  
Mobil 0176 42068868  
[werbung@solarthemen.de](mailto:werbung@solarthemen.de)

- 9) If the client does not make advance payment, the invoice will be sent immediately after publication. The invoice must be paid within ten days, unless a different payment period or advance payment has been agreed in individual cases.
- 10) In the event of default or deferral of payment, interest shall be charged at the usual rate - currently eight percent above the applicable prime rate of the European Central Bank - as well as collection costs.
- 11) In the event of reasonable doubt as to the solvency of the customer, the publisher shall be entitled to suspend the publication of further advertisements even during the term of an advertisement contract irrespective of any originally agreed term of payment, subject to the advance payment of the amount and the settlement of outstanding invoices.
- 12) The client shall bear the costs for the production of ordered documents and for changes requested by the client to originally agreed designs.
- 13) Print documents/files will only be returned to the client upon special request. The obligation to retain them shall end two months after expiry of the order.
- 14) Cancellations of print advertisements, banners, advertorials, picture-text advertisements, etc. up to 28 days prior to publication of the booked issue/date of playout (start date) will be charged 30 percent of the advertising price, cancellations up to 14 days prior to publication will be charged 60 percent of the advertising price and later cancellations will be charged 100 percent of the advertisement price.
- 15) Agency fees granted by the publisher to advertising agents and advertising agencies may not be passed on to the client, either in whole or in part. The publisher reserves the right to the amount of a commission for the mediation of advertising orders.
- 16) Place of performance is the registered office of the publisher. The place of jurisdiction for fully qualified merchants, legal entities under public law or special assets under public law shall be Bad Oeynhausen.
- 17) Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by one that comes as close as possible to the intended purpose.

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