



Valid from 1 January 2021

GT&Cs for Advertisements in EINKAUFAKTUELL from Deutsche Post AG

1 Scope of application and contract basis

- (1) These general terms and conditions ("GT&Cs") apply to agreements concluded with Deutsche Post AG – hereinafter referred to as "Deutsche Post" – pertaining to the publication of one or more advertisements of an advertiser or other advertising space buyer in EINKAUFAKTUELL from Deutsche Post for the purpose of distribution. They apply exclusively to entrepreneurs, who, at the time the order is placed, are exercising their commercial or independent professional activity – hereinafter referred to as the "Customer". EINKAUFAKTUELL consists of a number of advertising brochures of one or several advertisers as well as a carrier medium that can be used for printed advertising purposes. Einkaufsfaktuell is delivered exclusively as unaddressed mail.
- (2) The application of any deviating business terms and conditions of the Customer is excluded.
- (3) Deutsche Post reserves the right to amend the GT&Cs. Deutsche Post shall notify the sender in text form (e.g., by e-mail) ("notification of changes") of any changes to the GT&Cs. The changes shall take effect vis-à-vis the sender and the contractual relationship shall continue under the changed conditions if the sender does not object to them by means of a written notification to Deutsche Post within four (4) weeks after receiving notification of the changes. This deadline shall be deemed to have been met so long as the objection is sent to Deutsche Post within this time period. In case of an objection, both parties shall be entitled to give extraordinary notice of termination. In the written notification of changes Deutsche Post shall specifically point out to the sender the above-mentioned consequences of failure to object.

2 Grounds of the contractual relationship/exclusion

- (1) Rights and obligations within the scope of these GT&Cs shall be constituted by the written offer by Deutsche Post and the written acceptance of the offer by the Customer.
- (2) Deutsche Post reserves the right to reject advertising orders – also individual call-offs within the framework of a framework agreement – on the grounds of content, origin or technical form according to uniform, objectively justified principles of Deutsche Post. In particular, there shall be good cause if advertisements
 - violate laws or official regulations or are racially discriminatory in terms of their content
 - cause lasting damage to the reputation of Deutsche Post and its affiliated companies
 - disrupt the industrial harmony of Deutsche Post and its affiliated companies
 - violate morality in terms of content or whose publication is unacceptable for Deutsche Post.
 This shall also apply to orders placed with representatives. The Customer shall be informed immediately if an order is rejected.
- (3) Deutsche Post is not obliged to check the advertisement to ensure its legal admissibility. By placing an order, the Customer confirms that they have all the copyrights and related rights as well as other rights that exist for the documents and intellectual works supplied by them and that are necessary for using and distributing the advertisement.
- (4) Deutsche Post shall be entitled to withdraw from the agreement for good cause provided it had no knowledge of such cause at the time of conclusion of the agreement. Good cause shall be deemed to exist in particular if there is a reason for rejection within the meaning of 2(2).

3 Services provided by Deutsche Post

- (1) Deutsche Post services include, in particular, the printing of the advertisement in the reserved EINKAUFAKTUELL edition in the usual print quality, taking into account the possibilities offered by the copy/artwork.
- (2) In the case of combined title formats, the Customer can request

proofs within 24 hours following delivery of the print data. Forwarding of proofs is excluded for all other formats. Deutsche Post shall consider error corrections to proofs if they are received within the time period set when the proofs are sent. If the Customer does not return the corrected proofs in due time, approval to print the copy/artwork in the original version shall be deemed granted. Checking copies shall only be supplied if explicitly requested. If a checking copy can no longer be provided, it shall be replaced by a legally binding certificate from Deutsche Post confirming the publication and distribution of the advertisement.

- (3) Printing material shall only be returned to the Customer on special request. The obligation to retain such material ends three months after expiry of the order.
- (4) Deutsche Post can use the carrier medium and any EINKAUFAKTUELL wrapping for their own or third-party advertising.

4 Rights and duties of the Customer

- (1) The Customer shall fulfil their legal and contractual obligations to cooperate with the due care and diligence of a prudent businessperson. The Customer is responsible for the timely delivery of the advertising data and printing material in perfect condition by the agreed deadline for the printing material.
- (2) The individual requirements regarding the copy/artwork supplied by the Customer are regulated in the media data for advertisements in EINKAUFAKTUELL. If the template is not correct (format and size), Deutsche Post reserves the right to make the appropriate adjustments itself in agreement with the Customer for a fee. Templates supplied by the Customer can be inspected for defects by Deutsche Post. Deutsche Post shall inform the Customer if there are obvious defects with the documents. If printing material is visibly unsuitable or damaged, Deutsche Post shall request its immediate replacement. If Deutsche Post cannot identify any defects in the copy/artwork supplied by the Customer or can only determine such defects while executing the order, the Customer cannot derive any claims for replacement, warranty or performance in case of any resulting defective performance by Deutsche Post. Such hidden defects shall be resolved following consultation with the Customer, either by the Customer themselves or at their expense.
- (3) Should, due to the delay attributable to the customer, additional performance be necessary to nonetheless meet the agreed deadlines, the Customer shall bear the relevant additional costs over and above the agreed remuneration. If the Agreement cannot be fulfilled owing to the delay on the part of the Customer, Deutsche Post can demand full remuneration less the expenses saved.
- (4) Costs for the production of ordered printing material as well as for substantial changes to previously agreed upon versions which the Customer has requested or for which they are responsible shall be borne by the Customer.

5 Remuneration

- (1) The Customer shall pay Deutsche Post the agreed remuneration as set out in the current price list, unless agreed otherwise. Additional services shall be invoiced on the basis of a separate agreement. All prices indicated are net prices and are exclusive of statutory value added tax (VAT).
- (2) If delivery of documents and information required for processing the order is delayed due to the fault of the Customer and if fulfilment of the order is thus impeded, Deutsche Post shall calculate the prices applicable at the time of handover of the documents or provision of the information on the basis of the applicable conditions.
- (3) The agreed remuneration shall be due and payable to Deutsche Post without deduction immediately after receipt of invoice. If the Customer is in default of payment, the statutory regu-



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lations apply.

- (4) If the order is cancelled by the Customer prior to production of the EINKAUFAKTUELL product, Deutsche Post shall calculate charges as follows:

- within 27 working days (working days: Monday to Saturday) of the publication date of the booked edition, 50% of the order value, and
- within 17 working days (working days: Monday to Saturday) of the publication date of the booked edition, 100% of the order value.

It is up to the Customer to prove that Deutsche Post incurred no costs or substantially lower costs than the costs mentioned above. In this case, the Customer is only obliged to pay the lower costs. Deutsche Post reserves the right to demand higher, specific damages instead of the costs mentioned, if it proves that it has incurred significantly higher expenses than the relevant applicable costs. If Deutsche Post asserts such a claim, it must specify in detail and provide evidence of the demanded damages, taking account of any saved expenses and any alternative use of the services.

6 Claims for defects

- (1) In case of illegible, incorrect or incomplete printing of the advertisement in whole or in part, the Customer is entitled to a reduction in payment or to a correct substitute advertisement, but only to the extent that the purpose of the advertisement has been impaired.
- (2) The Customer must resolve complaints due to obvious defects immediately after becoming aware of the defect. In the event of defects that are not obvious, complaints must be put forward within six weeks of publication of the advertisement.
- (3) If Deutsche Post allows an appropriate period of time given to it for this purpose to elapse or if the substitute advertisement is also defective, the Customer shall have the right to a reduction of payment or to cancellation of the order. Damages may only be claimed under the prerequisites outlined in 8.

7 Data privacy

Personal data of the Customer shall only be collected, processed or used if the Customer has given their consent or if instructed or permitted to do so under the Federal Data Protection Act (BDSG) or the Postal Data Protection Ordinance (PDSV) or another legal regulation.

8 Liability

- (1) The Customer shall assume sole and unlimited responsibility and liability for the content and legal admissibility of the advertisement. The Customer shall be particularly committed to ensuring that the content does not violate applicable law, especially competition rules and/or third-party principles or rights (e.g., copyright). The Customer shall indemnify Deutsche Post from all third-party claims of whatever kind, in particular third-party competition and/or copyright claims.
- (2) Deutsche Post and its vicarious agents are liable for damages resulting from intentional or grossly negligent conduct or injury to life, body or health, in case of liability pursuant to German product liability law or if, in exceptional circumstances, Deutsche Post and its vicarious agents have accepted a guarantee. In case of material and financial damages caused by negligence in any other way, Deutsche Post and its vicarious agents shall only be liable for violation of an essential contractual obligation, but limited to the amount of damages foreseeable and typical for the contract at the time of conclusion of the Agreement; essential contractual obligations are those whose fulfilment characterises the contract and upon the performance of which the other contracting party may rely.

9 Force majeure

- (1) If an event of force majeure results in one of the parties being unable to fulfil their obligations in full or in time, the affected party shall notify the other party of the nature of the event and its likely

impact on their contractual obligations.

- (2) "Force majeure" within the meaning of these GT&Cs is an event that cannot be averted or cannot be averted in time even through use of due diligence and technically and financially reasonable means. In this context, force majeure includes the following events in particular: Mobilisation, war, riots and natural disasters, embargoes, explosions, fire, floods, storms, pandemics, terrorist attacks, sabotage, nuclear and reactor accidents or large-scale failure of the Internet. The consequences of industrial action at Deutsche Post or at a company affiliated with Deutsche Post within the meaning of Sections 15 et seq. of the German Stock Corporation Act or at a commissioned subcontractor shall also be considered force majeure if and to the extent that the provision of service by Deutsche Post is affected.
- (3) The party affected by an event of force majeure is released from their contractual obligations for the duration of the event and to the extent of its effect as well as for the duration of the necessary restoration of performance ability following conclusion of the event of force majeure.

9 Other provisions

- (1) Claims against Deutsche Post can neither be assigned nor pledged. Claims for damages and for compensation of service fees which can be assigned but not pledged are an exception to this rule.
- (2) The sole place of jurisdiction for legal disputes with merchants, legal entities under public law, or special funds under public law resulting from agreements subject to these GT&Cs shall be Bonn, Germany. German law applies.

Last updated: November 2020