

General terms and conditions of business

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ETMverlag

*EuroTransportMedia
Verlags- und Veranstaltungs-GmbH
Das Gemeinschaftsunternehmen von DEKRA,
Motor Presse Stuttgart
und VF Verlagsgesellschaft*

Media Information

General terms and conditions of business

for advertisements and other advertising materials in newspapers and magazines (Stand October 2025).

The following general terms and conditions of business (hereafter referred to as the "GTCs") govern the relationship between the PUBLISHER and the CUSTOMER in the placement and handling of ADVERTISEMENT ORDERS. Unless expressly agreed otherwise, such ORDERS are subject exclusively to these GTCs. General contract of business conditions of the CUSTOMER are hereby excluded; this also applies if the conditions of the CUSTOMER are not expressly discounted, or the PUBLISHER provides his services without contradiction.

1. Definitions: "AGENCY" means agencies involved in the placement of advertising, either under their own or another name. This does not include purely consultant or planning agencies.

"AGENCY CLIENT" refers to an ADVERTISER, whose ADVERTISEMENTS are booked by an AGENCY contracted by the ADVERTISER, in their own name and on their own account as the CUSTOMER of the PUBLISHER. In this case, the AGENCY CLIENT does not become the CUSTOMER of the PUBLISHER, but there exists instead a two-stage contractual relationship: PUBLISHER – AGENCY / AGENCY – ADVERTISER, and the pricing of the services to the ADVERTISER is the responsibility of the AGENCY.

"ADVERTISEMENTS" includes advertisements and other advertising material.

"ADVERTISEMENT ORDER" or "CONCLUSION" refers to the contract between the PUBLISHER and the CUSTOMER on the publication of one or more ADVERTISEMENTS of the ADVERTISER in a newspaper or magazine marketed by the PUBLISHER for the purposes of distribution. A contract on the publication of several ADVERTISEMENTS for which the relevant publications take place when called off by the CUSTOMER also constitutes CONCLUSION of such a contract. The ADVERTISEMENT ORDER comes into existence by the booking of the ADVERTISEMENT by the CUSTOMER (offer) and confirmation of the booking by the PUBLISHER in text form (acceptance). The printing of the ADVERTISEMENT also constitutes acceptance; in this case, this requires no acceptance declaration on the part of the PUBLISHER, § 151 BGB (Bürgerliches Gesetzbuch – German Civil Code). Order booking and confirmation can also be done through the OBS Online Booking System (information on the OBS under www.obs-portal.de).

Every ADVERTISEMENT ORDER refers to an ADVERTISER specified by name or by company by the CUSTOMER; the replacement of the ADVERTISER by the CUSTOMER after booking of the ADVERTISEMENT requires the agreement of the PUBLISHER in text form; this applies particularly to the AGENCY CLIENT model. If a DIRECT CLIENT is represented by an AGENCY, express attention in text form must be drawn to the fact, by the time of booking of the ADVERTISEMENT at the latest, that the booking is made on behalf of and for the account of the DIRECT CLIENT.

If such reference is omitted, the contract is deemed to be concluded with effect for and towards the AGENCY, § 164 Abs. 2 BGB. The PUBLISHER is entitled to require confirmation of such a mandate from the AGENCY.

The "CUSTOMER" is the contract partner of the PUBLISHER. This may be either the AGENCY of an AGENCY CLIENT or the Direct CLIENT.

A "DIRECT CLIENT" is an ADVERTISER who is himself the contract partner of the PUBLISHER (CUSTOMER). This also applies if such a DIRECT CLIENT has engaged an AGENCY as his representative, which places the ADVERTISEMENT ORDER on his behalf, § 164 BGB.

The "PUBLISHER" is Euro-Transport-Media Verlags- und Veranstaltungs-GmbH, Handwerkstrasse 15, 70565 Stuttgart, Germany for all newspapers and magazines marketed by the company, even if these are published by THIRD PARTIES.

The "ADVERTISER" is the legal or natural person whose person, products or services are promoted by the ADVERTISEMENT. The ADVERTISER may be either an AGENCY CLIENT or a DIRECT CLIENT.

2. If the right to call up individual advertisements is granted within the framework of a contract, the order must be processed within one year of the publication of the first advertisement. If an agency customer changes agencies during the processing period of a contract, the publisher assumes that the former agency will transfer the contractual relationship to the new agency with all rights and obligations arising from the contract. In this case, the publisher's consent shall be deemed to have been given by the uncontested further execution of the contract with the new agency.

3. If individual or several call-offs of a contract are not fulfilled due to circumstances beyond the control of the PUBLISHER, the CUSTOMER, irrespective of any further legal obligations, must reimburse the PUBLISHER for the difference between the discount granted and the discount corresponding to the actual offtake. Unless agreed otherwise, the CUSTOMER has a retroactive claim to the discount corresponding to his actual offtake of ADVERTISEMENTS within one year.

4. ORDERS for ADVERTISEMENTS which are to be published only in certain issue numbers, certain editions or certain places in the copy must be received by the PUBLISHER in sufficient time, so that the CUSTOMER can be notified before the copy deadline if the ORDER cannot be fulfilled in this way. Headed ADVERTISEMENTS will be printed under the relevant heading, without this requiring express agreement.

5. ADVERTISEMENTS which due to their design are not recognisable as ADVERTISEMENTS will be clearly identified as such by the PUBLISHER by the word "Anzeige" (advertisement).

6. ADVERTISEMENT ORDERS may be cancelled by the PUBLISHER until submission of the copy by the CUSTOMER and its approval by the PUBLISHER. The PUBLISHER also reserves the right to reject ADVERTISEMENTS – including individual call-offs as part of a larger contract – if

- their content contravenes laws or official requirements
- objection is raised to their content by the “Deutscher Werberat” (German Advertising Council) in a complaint procedure or
- their publication is not acceptable for the PUBLISHER due to the content, design, origin or technical form or
- they contain advertising of other persons than the ADVERTISER (“THIRD PARTIES”) or for THIRD PARTIES.

ADVERTISEMENTS which contain advertising of THIRD PARTIES or for THIRD PARTIES (“COOPERATIVE ADVERTISING”) require a prior acceptance declaration by the PUBLISHER in text form in every individual case. COOPERATIVE ADVERTISING entitles the PUBLISHER to apply a cooperative surcharge. The cancellation of the contract in accordance with sentence 1 or the rejection of an ADVERTISEMENT in accordance with sentence 2 will be notified to the CUSTOMER in due time.

7. The CUSTOMER is solely responsible for the punctual delivery and required quality of suitable artwork or other advertising materials. In case of delivery of digital printing files, the CUSTOMER must provide suitable files in good time before insertion of the ADVERTISEMENT, which must in particular conform to the format or the technical specifications of the PUBLISHER. Costs incurred by the PUBLISHER for changes to artwork required or caused by the CUSTOMER must be borne by the CUSTOMER. It is agreed that ADVERTISEMENTS or other advertising materials will conform to the normal quality and characteristics of the relevant title, in accordance with the information in the price list and in the ORDER confirmation, within the bounds of the capabilities allowed by the print materials. This applies only provided that the CUSTOMER observes the specifications of the PUBLISHER for the production and provision of print materials.

The client is solely responsible for the timely delivery and flawless condition of suitable print documents or other advertising materials. When delivering digital print documents, the client is obliged to deliver proper templates for advertisements in good time before the start of publication, in particular those that comply with the format or technical specifications of the publisher.

EU Regulation on Product Safety (EU Regulation 2023-988): the advertising customer is solely responsible for the legality and marketability of the products supplied by them (e.g. inserts, enclosures, samples, product samples, etc.) and their proper labelling, and indemnifies the publisher against any third-party claims.

The client shall bear the publisher's costs for changes to the print templates requested or justified by the client.

The usual quality of the print documents for advertisements or other advertising materials is agreed print documents for advertisements or other advertising materials in accordance with the binding technical specifications in the DUON portal (www.duon-portal.de) for the title booked in accordance with the price list and the order confirmation. This shall only apply if the client complies with the publisher's specifications for the creation and transmission of print documents.

7.1 The client may cancel orders that have already been booked up to 14 days before the advertising deadline (print). After that, cancellation fees amounting to 50% of the gross price will be charged. For cancellations after the advertising deadline, a cancellation fee of 100% of the total price will be charged. 7.2 In principle, advertising orders can only be cancelled after the advertising deadline for good cause. Cancellation must be made in writing.

7.2 The client may cancel online orders that have already been booked up to 14 days before data delivery (online). After that, cancellation fees amounting to 50% of the gross price will be charged. For cancellations after data delivery, a cancellation fee of 100% of the total price is payable. In principle, online orders can only be cancelled for good cause. Cancellation must be made in writing. In cases of 7.1 and 7.2, the customer is free to prove that the publisher has incurred less damage or no damage at all.

8. Artwork will only be returned to the CUSTOMER on special request. The obligation for retention of artwork ends three months after first publication of the ADVERTISEMENT.

9. If the publication of the ADVERTISEMENT does not conform to the contractually due quality, the CUSTOMER is entitled to reduction of the agreed payment or a suitable replacement ADVERTISEMENT, although only to the extent to which the purpose of the ADVERTISEMENT was impaired. The PUBLISHER is entitled to reject a replacement ADVERTISEMENT if

- this entails a cost which, taking into account the content of the obligation and the precepts of good faith, is in great disproportion to the performance interests of the CUSTOMER, or
- this would only be possible at unreasonable cost to the PUBLISHER.

If the PUBLISHER fails to publish the replacement ADVERTISEMENT or other advertising materials within an appropriate time set for this purpose, or if the replacement ADVERTISEMENT is also not to the required standard, the CUSTOMER is entitled to reduction of the agreed payment or cancellation of the ADVERTISEMENT ORDER. Cancellation of the ADVERTISEMENT ORDER is excluded in the event of only minor faults in the ADVERTISEMENT.

Complaints in the event of non-apparent faults must be made within one year from the start of the legal limitation period.

The PUBLISHER is liable for all damages, resulting either from infringement of contractual obligations or impermissible actions only in accordance with the following conditions: in case of

gross negligence, liability is restricted in commercial transactions to reimbursement of the typical foreseeable damages; this restriction does not apply if such damages were caused by senior employees of the PUBLISHER. In case of simple negligence, the PUBLISHER is only liable if a cardinal contractual obligation is infringed, a guarantee has been assumed or in case of malicious deception. In such cases, liability is restricted to the typical foreseeable damages. In case of liability only for typical foreseeable damages, no liability exists for indirect damages, consequential damages or loss of profit. In case of claims under product liability regulations or injury to life, limb or health, the PUBLISHER is liable in accordance with legal regulations.

All claims against the PUBLISHER on the grounds of infringement of contractual obligations lapse in one year from the start of the legal limitation period, unless based on deliberate actions.

10. Minor variations in colour and shading are caused by the printing process. Proofs will only be provided on special request. The CUSTOMER bears the responsibility for the correctness of the proofs supplied. The PUBLISHER will take into account all fault corrections notified to him until the copy deadline or within the period specified on supply of the proof.

11. Invoices are due for payment immediately upon receipt without deduction. If a direct debit authorisation (SEPA direct debit) has been granted, the publisher grants a 2% discount, provided that there are no outstanding older claims. Subject to other provisions in these General Terms and Conditions, payment can be made by bank transfer or direct debit. Pre-notification of the collection date in the SEPA direct debit procedure shall be made with the invoice (taking into account the postal delivery time) at least 5 days before the debit. In the event of a chargeback (direct debit) due to incorrectly provided information or insufficient funds, the publisher is entitled to charge a chargeback fee of up to € 50 per transaction, unless the client can prove that the publisher has incurred no or less damage. The publisher reserves the right to demand advance payment by the advertising deadline for justified reasons, such as the establishment of a new business relationship or doubts about solvency. All other provisions regarding assignment of security, offsetting and default of payment remain unchanged.

The publisher reserves the right, for justified reasons, such as the establishment of a new business relationship, to demand advance payment by the advertising deadline: if there are justified doubts about the client's solvency, the publisher is entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent on advance payment of the amount by the advertising deadline, regardless of any originally agreed payment terms.

Upon conclusion of the advertising order, the commissioning agency assigns its related payment claim against the agency customer to the publisher as security, who accepts this assignment. The publisher is entitled to disclose this assignment for security purposes to disclose this to the agency client if the commissioning agency is at least thirty days in arrears with the payment of the publisher's invoice. The client is only entitled to offset claims

against the publisher with undisputed or legally established claims.

In the event of late payment, all outstanding invoices shall become due for immediate payment. In the event of default or deferral of payment, default interest of 8% p.a. above the respective base rate of the Deutsche Bundesbank, but at least 2%, shall be charged. Reminder and collection costs incurred as a result of the default in payment shall be borne by the client.

12. The publisher shall provide an advertisement voucher upon request. Depending on the type and scope of the advertisement order, advertisement clippings, voucher pages or complete voucher numbers will be provided. If a voucher can no longer be obtained, it will be replaced by a legally binding certificate from the publisher confirming the publication and distribution of the advertisement.

13. Subject to the provisions of clause 15, a reduction in circulation may give rise to in accordance with sentence 2 in the case of a contract for several advertisements if the total average for the insertion year beginning with the first advertisement falls below the guaranteed circulation. A reduction in circulation shall only constitute a defect entitling the customer to a price reduction if and to the extent that

- in the case of a guaranteed circulation of up to 50,000 copies
- for a guaranteed print run of up to 50,000 copies, at least 20 per cent,
- for a guaranteed print run of up to 100,000 copies, at least 15 per cent,
- for a guaranteed print run of up to 500,000 copies, at least 10 per cent,
- at least 5% for a guaranteed print run of more than 500,000 copies.

A reduction in print run for reasons specified in Section 20 shall not be taken into account. The guaranteed circulation shall be the circulation stated in the price list or in any other way or, if no circulation is stated, the average circulation sold in the previous calendar year. Furthermore, claims for price reductions shall be excluded in the case of contracts if the publisher has informed the client of the reduction in circulation in good time in good time so that the client could withdraw from the contract before the advertisement appeared.

14. (Special regulation for print run reductions for titles which publish issue-related circulation figures) In variance to Section 14, a print run reduction in the case of titles which publish issue-related circulation figures only entitle the CUSTOMER to a price reduction if and insofar as such reductions exceed

- 10% for a print run (guaranteed print run) of up to 500,000 copies, and
- 5% for a print run (guaranteed print run) of over 500,000 copies.

A print run reduction for reasons specified under Section 20 will be disregarded. The print run forming the basis of the guarantee is the total print run sold in the sense of the definition of the IVW (Informationsgemeinschaft zur Feststellung der Verbreitung von Werbeträgern e.V. – German Information Association for the Establishment of the Distribution of Advertising Media). This is calculated for the insertion year from the average print run of the four quarters preceding the insertion year, if an absolute print run is not specified in the relevant price list by the PUBLISHER as a guaranteed figure. A requirement for a claim to price reduction is a discountable ORDER on the basis of the quantity scale, and for at least three issues.

The basis for the calculation of the price reduction is the ORDER per ADVERTISER, unless charging by brands, which must be defined on placement of the ORDER, was agreed on placement of the ORDER. The possible reduction in the print run is calculated as the balance of the copies in excess or under the print run of the issues in question within the insertion year. A claim for a refund must be made within six months of the close of the insertion year. Refunds shall be on a net customer basis taking the agency fee into account as a credit for in-kind services or, if this is no longer possible, as monetary consideration. The right for a refund should only apply if the amount exceeds EUR 2,500.

15. In the relationship between the PUBLISHER and CUSTOMER, the current price list published by the PUBLISHER applies.

16. The PUBLISHER is entitled to change the GTCs and the prices with effect for the future at any time. GTC and price changes for ADVERTISEMENT ORDERS already placed are valid if they are announced by the PUBLISHER at least one month before publication of the ADVERTISEMENT; in this case, the CUSTOMER is entitled to withdraw from the contract. The right of withdrawal must be exercised in writing within 14 days following receipt of notification of the price increase. In case of special discounts (e.g. barter deals etc.), additional costs incurred (e.g. postal charges) will be itemised separately, and are not subject to discount or commission. 18. With the exception of the following regulations, discounts will not be granted for ADVERTISERS who also place ADVERTISEMENT ORDERS for other ADVERTISERS in order to claim a joint discount. The PUBLISHER reserves the right to grant an AGENCY placing ORDERS discounts which are independent of the individual ADVERTISEMENT ORDER or ADVERTISER.

Unless expressly stated otherwise, the discount scales shown in the price lists apply to ADVERTISEMENTS placed by an ADVERTISER per insertion year.

17. If a common discount is claimed for ADVERTISERS consisting of companies affiliated with one group ("GROUP DISCOUNT"), written confirmation of membership of the group must be provided by the ADVERTISER. Companies affiliated with a group in the sense of this stipulation are companies with a capital shareholding of at least 50%. The group membership must be confirmed in

the case of capital companies by confirmation from an auditor or presentation of the last business report, and in the case of partnership companies by presentation of an extract from the Companies Register. Such confirmation must be provided at the latest by the end of the insertion year. Later confirmation cannot be acknowledged retroactively. GROUP DISCOUNTS require in all cases express confirmation in text form by the PUBLISHER. GROUP DISCOUNTS are granted only for the duration of membership of the group. Discontinuation of group membership must be notified to the PUBLISHER immediately; on discontinuation of group membership the GROUP DISCOUNT also comes to an end.

18. The CUSTOMER gives his assurance that he holds all rights required to place the ADVERTISEMENT. The CUSTOMER bears sole responsibility for the content and the legal permissibility of the text and picture documentation and other advertising material provided for the insertion. The CUSTOMER indemnifies the PUBLISHER as part of the ADVERTISEMENT ORDER against all claims by THIRD PARTIES, which might be made on the grounds of infringement of legal regulations or the rights of THIRD PARTIES. The PUBLISHER is also indemnified against costs of necessary legal defence. The CUSTOMER is obliged to assist the PUBLISHER in good faith with information and documentation in any legal defence against THIRD PARTIES.

The CUSTOMER transfers to the PUBLISHER all copyright, usage, service protection and other rights necessary for the use of the advertising in print and online media of all types, including the Internet, and in particular the right of duplication, distribution, transmission, making publicly available, use from a database and call-off, which rights may be transferred to THIRD PARTIES for purposes of contract fulfilment, and to the extent necessary in terms of time and content for the execution of the ORDER. The above rights are in all cases transferred without geographical restriction.

19. In the event of business disruption or in cases of force majeure, illegal labour disputes, illegal seizure, transport disruption, general shortage of raw materials or energy and the like – both to the operations of the PUBLISHER and THIRD PARTIES whose services are engaged by the PUBLISHER for the fulfilment of his obligations – the PUBLISHER is entitled to full payment for published ADVERTISEMENTS, if the published title has been supplied by the PUBLISHER to the level of 80 % of the average print run sold over the last four quarters or assured in some other way. In the event of lower deliveries, the invoice amount will be reduced in the same proportion as that of the guaranteed print run to the actual print run delivered. The PUBLISHER reserves the right to postpone publication dates for cogent reasons. This does not substantiate any claims by the CUSTOMER against the PUBLISHER.

20. ADVERTISEMENT motifs designed by the PUBLISHER for the CUSTOMER (promotions) may only be used for ADVERTISEMENTS in the issues booked with the PUBLISHER for this purpose. No further rights are granted.

21. The CUSTOMER gives the PUBLISHER his permission to make his ADVERTISEMENTS publicly available online on the websites of the PUBLISHER and his titles and if applicable as part of the e-paper issue, and to duplicate and distribute his ADVERTISEMENTS offline (e.g. on CD-ROM, DVD, paper presentations).

22. The CUSTOMER requires the prior written consent of the PUBLISHER for the complete or partial transfer of his rights and obligations arising from the ADVERTISEMENT ORDER. The PUBLISHER is entitled to make use of THIRD PARTIES for the fulfilment of his obligations arising from the ADVERTISEMENT ORDER.

23. Unless expressly agreed otherwise, the parties to the contract will maintain strict confidentiality with regard to the content of the ADVERTISEMENT ORDER, and in particular the prices and conditions. This does not apply if disclosure is ordered by the relevant courts or authorities, or if this is necessary for the legal assertion of own rights against the other party to the contract. The PUBLISHER is further entitled to disclose the content of the ADVERTISEMENT ORDER to the THIRD PARTIES engaged in accordance with Section 24 Sentence 2 and affiliated companies in accordance with §§ 15 et seq. Aktiengesetz (German Companies Act).

24. Amendments or additions to these GTCs require the written form in order to be valid. This also applies to cancellation of the requirement for the written form.

25. If any individual stipulation of these GTCs is or becomes invalid, this shall not affect the validity of the remaining stipulations. The invalid stipulation will be replaced by a valid stipulation which most closely approximates the intended commercial purpose of the invalid stipulation.

26. Place of fulfilment is the head office of the PUBLISHER. In business transactions with commercial entities, legal persons under public law or in the case of fund assets under public law, the

place of jurisdiction for lawsuits is the head office of the PUBLISHER. If claims of the PUBLISHER are not made using the legal reminder/warning procedure, the place of jurisdiction in case of non-commercial entities is determined by their place of residence. If the place of residence or usual whereabouts of the CUSTOMER, including non-commercial entities, is not known at the time of bringing legal action, or if the CUSTOMER moves his place of residence or usual whereabouts out of the jurisdiction of the law following conclusion of the contract, the place of jurisdiction is agreed as the head office of the PUBLISHER.

German material law applies to the exclusion of the regulations of International Private Law.

As of 01.10.2025

EuroTransportMedia
Verlags- und Veranstaltungs-GmbH



EuroTransportMedia
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Das Gemeinschaftsunternehmen von DEKRA,
Motor Presse Stuttgart und VF Verlagsgesellschaft

Terms of Payment

Invoices are due for payment immediately upon receipt without deduction. If a direct debit authorization (SEPA direct debit) has been granted, the publisher grants a 2% discount (provided there are no outstanding older claims).

Bank Account

Landesbank Baden-Württemberg
IBAN: DE13 6005 0101 7871 5092 76
BIC/SWIFT Code: SOLADEST600