

M *Verpflegungs-* **Management**

Trade Magazine for Professional Catering

Retirement Homes
Hospitals
Rehab Hospitals
Assisted Accommodation



Media 2021

www.verpflegungsmanagement.de

Media rates no. 22
valid as of 1st January 2021
jamVerlag GmbH

General Terms and Conditions of jamVerlag for Print and Online Media

1. „Advertising order“ within the meaning of the following General Terms and Conditions of Business shall be understood to mean the contract to publish one or more advertisements or online advertisements from an advertiser or other space buyer in printed publications or on an internet site for the purpose of circulation.
2. In case of doubt, advertisements or online advertisements must be called for publication within one year of entering the contract. If a contract grants the right to call individual advertisements, the order must be executed within one year from publication of the first advertisement, insofar as the first advertisement is called and published within the period specified in sentence 1.
3. With contracts, the customer shall also be entitled, within the period agreed or specified in no. 2, to call for advertisements or online advertisements above and beyond the quantity specified in the order.
4. If an order is not fulfilled for reasons beyond the publisher's control, the customer shall be obliged to reimburse the publisher for the difference between the discount granted and the discount allowed on the actual purchase, without prejudice to any other legal obligations. Reimbursement will not apply if failure to meet the order is attributable to force majeure in the publisher's area of risk.
5. Orders requesting the publication of advertisements, inserts or online advertisements in specific issues or at specific positions in the printed publication or online space are carried out if the customer has declared that the advertisement, online advertisement or insert shall be published in specific issues or at specific positions of the printed matter or the online space and if this has been confirmed explicitly to the publisher. Classified advertisements shall be printed in the respective column without the need for any express agreement to this effect.
6. Advertisements that, due to their editorial design, are not readily recognisable as advertisements shall be clearly marked by the publisher using the word „Advertisement“.
7. The publisher reserves the right to refuse advertising orders or online advertising orders - including individual calls for publication under the terms of a contract - and orders for inserts on the grounds of content, origin or technical form if the relevant advertisement or online advertisement, at the publisher's due discretion, violates laws, official regulations or good morals or if the publisher cannot be reasonably expected to publish them. Orders for inserts are not binding on the publisher until a sample of the insert has been submitted and approved. Inserts in any format or make-up leaving the reader with the impression that they are an integral part of the newspaper or magazine or containing outside advertising will not be accepted. The customer will be informed immediately if an order is refused.
8. The customer shall be responsible for the punctual delivery of faultless advertising copies and online advertising media, which meet the publisher's technical requirements. The publisher shall immediately request substitutes for recognisably unsuitable or damaged printing material.
9. If all or part of the advertisement or the online advertisement is printed illegibly, incorrectly or incompletely, the customer shall be entitled to a reduction in price or to a faultless substitute advertisement; however, only to the extent to which the purpose of the advertisement or online advertisement has been impaired. If the publisher is not successful in rectifying the situation within a reasonable time limit set for this purpose or a substitute advertisement is again not faultless, the customer shall have the right to demand a reduction in price or to withdraw from the contract. Claims for damages arising from a positive breach of obligations, culpa in contrahendo and tort shall be excluded - including in the case of orders placed by telephone; claims for damages from impossibility of performance and default are limited to

- the replacement of the foreseeable loss and to the amount of fees payable for the relevant advertisement or insert. This does not apply to the amount of intent and gross negligence on the part of the publisher, its legal representative or its vicarious agents. Any liability of the publisher for damage due to the absence of a guaranteed quality shall not be affected. In commercial transactions, the publisher shall also not be liable for gross negligence of simple vicarious agents; in other cases, the liability towards merchants for gross negligence is limited to the amount of the foreseeable losses up to a maximum of the relevant fees for the advertisements. Complaints for defects - with the exception of non-obvious defects - must be put forward within one week from receipt of the invoice.
10. Proof copies shall be delivered only if expressly requested. The customer shall be responsible for ensuring that the returned proof copies are correct. The publisher shall take into account all error corrections brought to its attention within the period set at the time the proof was sent.
 11. If no specific size requirements are stipulated, the charge will be based on the actual advertisement height or placement size normal for the type of the advertisement or online advertisement medium concerned.
 12. If the customer does not pay in advance, the invoice will be issued immediately, possibly, however, 14 days after the advertisement or online advertisement is published. The invoice is to be paid within the period specified in the price list and commencing from the time of invoice receipt, unless any other payment period or prepayment is agreed in the individual case. Any discounts for early payment shall be granted as specified in the price list.
 13. Interest and collection costs will be charged if payment is delayed or deferred. In the event of late payment, the publisher may defer further execution of the current order until such time as payment is made and demand prepayment for the advertisements or online advertisements still awaiting publication. In the event of justified doubts regarding the customer's ability to pay, the publisher is entitled, including during the term of an advertising contract and regardless of the period originally agreed for payment, to make the publication of further advertisements or online advertisements contingent on prepayment of the amount concerned and on the settlement of any outstanding invoice amounts.
 14. On request, the publisher shall supply a voucher copy together with the invoice. If it is no longer possible to procure a voucher copy, a legally binding certificate from the publisher on the publication and distribution of the advertisement or online advertisement shall take its place.
 15. All advertising orders will be processed in line with the applicable data protection regulations.
 16. In the event of keyed advertisements, the publisher shall exercise the care of a prudent businessman in the safekeeping and timely forwarding of offers. Registered and express letters responding to keyed advertisements shall only be forwarded by ordinary mail. Replies to keyed advertisements shall be kept for four weeks. Replies not collected within this period shall be destroyed. Although under no obligation to do so, the publisher shall return valuable documents. The publisher reserves the right, in the interest and for the protection of the customer, to open and inspect incoming offers so as to eliminate any misuse of the keyed advertisement service. The publisher is under no obligation to forward any business recommendations and offers of introduction.
 17. The place of jurisdiction for legal action involving business transactions with merchants, legal entities under public law or special funds under public law shall be the headquarters of the publisher. If the place of residence or customary abode of the customer is unknown at the time action is brought or if the customer moves its place of residence or customary place of abode outside the reach of the law after entering the contract, the agreed place of jurisdiction shall be the headquarters of the publisher.