

## TERMS OF BUSINESS OF THE PUBLISHER

- 1 -** An advertisement order as defined by the subsequent publisher's terms of business is the contact between the Advertiser and the Publisher for inserting one or more advertisements.
- 2 -** Advertisement orders can be cancelled 10 weeks at the latest prior to copy date in a written form. In case of an effective cancellation the Advertiser is due to pay 30% of the advertising rate as a lump sum for expenses.
- 3 -** The Publisher can reserve special placings of the advertisement by request and try to consider them within the framework of technical possibilities and design.
- 4 -** Artwork, designed by the Publisher, is protected by copyright and may not be reproduced in total or partial without the explicit permission of the Publisher.
- 5 -** The Publisher applies the usual care to reception and control of the advertising texts, but is not liable for being deceived and misled by the Advertiser. The Advertiser is responsible for the contents and relevant legislation of all print documents as well as texts and photos, supplied for the insertion.
- 6 -** The Advertiser is responsible for the delivery of the advertising texts and correct print documents in time. For visibly unsuitable or damaged print documents the Publisher will request immediate substitution. The Publisher guarantees the usual print quality for the advertisement within the framework of the given possibilities of the print documents.
- 7 -** The Advertiser is entitled to claim for a reduction of payment, if the print is partially or in total illegible, incorrect or incomplete, but only to a certain degree in which the purpose of the advertisement had been affected. Complaints must be asserted within 15 days after the reception of invoice and proof.
- 8 -** Proofs are delivered by agreement. The Advertiser is responsible for checking the correctness of the returned proofs. The Publisher reflects all error corrections by being informed within the fixed period set by the delivery of the proof. If the Advertiser fails to return the proof to the publisher at the agreed time, permission for printing is given.
- 9 -** The Publisher reserves the right to modify the publication concerning technical modifications, e.g. format or paper.
- 10 -** Payment of 50% of the total amount becomes due by signing the contract, the other 50% are due by the date of publication (Payment Date), if there is no other individual method of payment agreed.
- 11 -** The Publisher reserves the right to impose a surcharge of 8% commencing with the the 10<sup>th</sup> day after Payment Date.
- 12 -** Costs for design, artwork, reproductions, photolithos and type setting as well as desired or justified considerable modifications of the Advertiser contrary to the initially contracted execution will be charged to the Advertiser.
- 13 -** Print documents will be returned to the Advertiser only on special demand. The duty of depositing them ends six months after the order's expiry date.
- 14 -** Place of fulfillment and legal domicile is the Court of Palma de Mallorca.