BOX®

General terms and conditions for texts, photographs and advertisements

Diverging agreements are only binding when they have been confirmed in writing by both parties. In the context of the following general terms an advertorial or advertisement order is seen as a contract for publishing of one or more advertisements in our media with the purpose of circulation.

I - Texts and photographs

Because of the business character of the magazine, all published material is business related and always in favour of particular products, companies or persons (advisors). Everyone is responsible for the copyright(s) connected with his/her publication(s) and claims to the magazine will be rejected. In case of doubt the advertisement value of the used space in the magazine will be taken into account (from the actual media pack, plus a 1% interest rate monthly; regardlessly if there was paid for at publication) and deducted from the claimed amount.

II - Order completion

1. Only employees of the publisher are authorized to accept advertisement orders.
2. Orders can be refused because of the content, origin or technical failures. In particular when orders are immoral or offending against laws and rules. A publication can also be refused when it is not suitable for the publisher.
3. After providing an advertisement and its approval the order is binding. In case of a refusal the customer will be informed immediately by the responsible employee of the publisher.
4. The publisher has been released of checking third parties rights. The customer is responsible for this part. This means that the customer keeps the publisher free of compensation claims in case of violation.
5. The customer is responsible for the correct, on schedule and complete delivery of the digital advertisement file according to the specifications given by the publisher.
6. In case of visibly unusable or damaged files the publisher will ask immediately for a substitute.
7. The publisher guarantees the usual quality within the range of possible materials for the chosen title.
8. On request and after consultation, the customer will receive a preview of the advertisement before printing for approval. Final corrections have to be done in time, otherwise the advertisements will be seen as approved. A final date for approval will always be provided.
9. In case of late delivery of the printing files [after the closing date for advertisements] the necessary time for checking and equivalent approval is not available. In such situations the responsibility for failures or colour deviations will not lie with the publisher.
10. If the publisher does not receive an advertisement file on the agreed date and if the available advertisement space can not be filled by an equivalent advertisement, the publisher has the right for compensation.
11. When the customer wishes changes in delivered or the production of new advertisement material, than the customer is responsible for the full costs. Points 4. and 5. above will also be applicable in this situation.
12. For delivered printing material and digital data carriers a storage time of 3 months after publication of the advertisement is guaranteed. Only paperwork like documents, photographs or other material will be sent back on request.
13. All digital print material, independent of the mode of delivery, can only be processed reliably when accompanied by a printed colour proof or high quality colour print. Without this a.m. obliging proof or print, print colour deviations are inevitable. Colour deviations without an obliging print proof never lead to price reductions. Only with correct colour adaption is an adequate colour transfer within the FOGRA-tolerances possible.
14. For the factual accuracy an obliging print, which will be sent to the publisher, is sufficient.
15. All data made available by the customer must be free of computer viruses. In the event of the publisher discovering a virus, the contract will be terminated. The publisher has the right to delete all advertisement data without any right on compensation for the customer. Rather the publisher has the right on compensation.

III - Guarantee and liability

16. The customer has the right to a second delivery with a substitute advertisement or a moderate price reduction, if the advertisement has been published unreadable, with inaccurate content or incomplete. In such a case the price reduction should be in relation to the occured failure. Any further liability for the publisher has been excluded.
17. In case the publisher lets a deadline for a second delivery pass or the advertisement again has failures, then the customer has the right to price reduction or withdrawal.
18. The time window for complaints is 4 weeks after the digital publication of the magazine. Incorrect results which have been caused by neglecting the instructions of the publisher can not be compensated for by price reductions.
19. The limitation period is 1 year for all claims concerning contractual breaches of duty claims against the publisher, so far as they are not caused by intentional behaviour.

IV - Payment and further contract conditions

20. Advertisements are charged after publishing, advertorials 50% after being ordered and 50% after sending the draft for approval. All invoices have to be paid without reductions within 30 days after being issued.
21. In case of backlog or deferment of payment 1.5% interest per month as well as administration costs for reminding will be charged. The backlog of payment will end when all accrued costs have been paid.
22. In case of backlog of payment the publisher can interrupt the publication of further advertisements untill the backlog of payment has been settled.
23. Court of jurisdiction and place of payment is Heesch.
24. In case one or more regulations of these terms turn out to be or becomes illegal, then this will not affect all other regulations of these terms and conditions. Parties will find a new wording which will be as close as possible to what was originally intended.
25. These terms and conditions exist in English and are applicable always in their latest version.

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