

# RESIDENT DRUMANDBASS - MAGAZIN

## GENERAL TERMS AND CONDITIONS FOR ADS

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### I. Orders

1. Relevant rules to the advertising order are the General Terms and Conditions and the Publishers order confirmation. Additional agreements must be set out in writing.
2. The Publisher reserves the right to refuse any ad order.
3. The Publisher reserves the right to withdraw from a contract due to technical or other reasons. If this becomes necessary, the Publisher assumes no liability.
4. The Publisher reserves the right to change the ad rates at any time. Confirmed orders will not be affected. The Customer has to inform himself about the current rates.
5. Cancellations must be sent in written form and will only be accepted before closing date, otherwise the order is due and billable. The Publisher will nevertheless be indemnified and held harmless by the Customer according to pt. 8. For the cancellation of frequency orders a 10% cancellation fee will be charged for the outstanding invoice amount.
6. Changes will only be accepted before closing date. In case of misunderstandings the publisher only assumes liability if the change was ordered in writing. Changes, which have an impact on the invoice amount, are classified as cancellations according to pt. 5, and new orders.
7. Frequency ad orders will be published in the consecutive issues, unless otherwise agreed. Irrespectively, for each contract the ads must be published within 1 year.

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### II. Artwork & Placement

8. The Customer is fully liable for the design, content, and legitimacy of his ad. The Publisher is never obligated to review the ad. The Customer guarantees that he has all necessary copyrights to publish and distribute the ads content. If legal action is taken due to an ad, the Publisher will be indemnified and held harmless by the Customer.
9. The Customer commits to send the artwork before closing date. Otherwise, if possible, the Publisher uses the last artwork sent by the Customer, adapted to the ordered ad size.
10. In case of damages caused by wrong data transmission the Publisher only assumes liability, if an acceptable proof of his full responsibility can be provided. Claims are generally limited to the invoice amount.

11. Minimal discrepancies between the colour of the artwork and the printing ink can occur due to typographical reasons and are inevitable. If the discrepancy is out of the tolerance limit, the Publisher will place new ads in the next issue. The Publisher assumes no liability if the artwork was not sent in the specified formats.

12. If the artwork is not readily identifiable as advertisements, the Publisher will label it with the words "Bezahlte Anzeige" (paid advertisement).

13. The Publisher assumes no liability for any loss or damage caused by the fact that an ad has not been published in a specified issue.

14. If desired, Competitor ads can be excluded for the respective double page, if the ordered ad size is at least ½ page.

15. Ad placements on a specific page or in a specific category will only be guaranteed against extra charge. Nevertheless the Publisher will without obligation try his best to fulfil the desires of his Customers.

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### III. Payment & Complaints

16. Complaints must be filed in writing within 7 days after issue date.

17. If the planned number of issues cannot be produced due to technical reasons, the Customer has the right to claim for proportionate refunding if the number of produced issues is below 85% of the plan.

18. Invoices are payable 10 days net from the date of invoice (=ad closing date). Frequency orders will be invoiced partially on execution. The Customer has to pay in EUR by a wire transfer into the account stated on the invoice.

19. Default interests will be charged at 8% p.a. plus the ECB primary rate. The Publisher will not execute new orders as long as due payments are outstanding.

20. If any stipulation of the general terms and conditions should become void or ineffective, the other stipulations remain in force. An ineffective stipulation has to be replaced by a valid one which serves the most similar purpose.

21. The exclusive place of jurisdiction is Vienna, Austria. The substantive law of the Republic of Austria exclusively applies.

Effective April 2006.

**Resident, Dapontegasse 11/12, A-1030 Wien, Austria**