



General Terms and Conditions

ADVERTISING SALES

KNOWLEDGE FOR DECISION
MAKERS.
IMMOBILIEN ZEITUNG.

IMMOBILIEN ZEITUNG
FACHZEITUNG FÜR DIE IMMOBILIENWIRTSCHAFT

General Terms and Conditions.

1. In the following General Terms and Conditions of Business, an “advertising order” refers to a contract with an advertiser or other advertising party for the publication of one or more advertisements in one of the publisher’s printed publications for the purpose of distribution.

2. In case of any doubt, advertisements are to be released for publication within one year of the conclusion of the contract. If the right to release individual advertisements is granted by the contract, the advertising order shall be executed within one year of the publication of the first advertisement, providing that the first advertisement was called up and published within the time limited specified in the first sentence. If concrete publication dates have been agreed, these are also binding.

3. If contracts have been concluded, the ordering party is entitled to release additional advertisements exceeding the quantity of advertisements specified in the order, providing this is done within the agreed period or the period specified under section 2. If a higher discount group is reached, a corresponding credit note will be issued for the discount difference.

4. If an order is not carried out owing to circumstances over which the publisher has no control, the ordering party, irrespective of any other legal obligations it may have, shall reimburse the publisher for the difference between the discount granted and the discount applicable for the number of advertisements actually booked. Reimbursement shall not be required if non-fulfilment is caused by force majeure within the scope of the publisher’s risk. If the ordering party agrees a fixed placement with the publisher, the publisher shall be entitled to charge the advertisement price in full, if the order cannot be implemented for reasons for which the ordering party is responsible and if no other buyer has been found for the agreed placement.

5. When calculating purchase volumes, lines of text (in millimetres) shall be converted into advertising millimetres in order to determine the price.

6. Orders for advertisements and inserts to be published only in specific numbers, specific issues or in specific positions in the printed publication must be submitted to the publisher far enough in advance so that the publisher can notify the ordering party before the copy deadline if the order cannot be carried out as requested. Placement commitments shall be restricted to specifications in the price list. Classified advertisements shall only be placed in the sections offered by the publisher.

7. The publisher shall mark any advertisements which are not readily recognisable as such due to their editorial layout by adding the word “advertisement”.

8. The publisher reserves the right to refuse any advertisement orders or also individual advertisement release orders under an existing contract or insert orders due to content, origin or technical format according to the uniform, objectively justified principles of the publisher, if the content is in breach of the law or other official regulations or if the publisher deems publication to be unreasonable. This also applies to orders placed with branch offices, agencies or representatives. Insert orders are only binding for the publisher after the submission of a sample insert and the publisher’s approval thereof. Inserts with a format or design which give the impression that they are an integral part of the newspaper or contain third-party advertisements will not be accepted. The rejection of an order shall be communicated to the ordering party without delay.

9. The ordering party shall be responsible for the punctual delivery of the advertisement text and flawless print documents or of the inserts. The publisher shall demand a replacement for recognisably unsuitable or damaged print documents without delay. The publisher shall guarantee the usual print quality for the publication in question, but only in so far as possible for the print documents submitted.

10. If an advertisement published is completely or partially illegible, incorrect or incomplete, the ordering party shall be entitled to a fault-free replacement advertisement. If the replacement advertisement is again faulty, the ordering party shall be entitled to receive an appropriate reduction in price or to annul the order. Claims for damages arising from a positive breach of contract, negligence upon conclusion of contract and unlawful acts are excluded – even if the order has been confirmed by telephone. Claims for damages arising from impossibility of performance and delay shall be limited to compensation for foreseeable damages and to the fee payable for the advertisement or insert in question. This does not apply to intent or gross negligence on the part of the publisher, its legal representatives or its vicarious agents. The liability of the publisher for damages due to the lack of characteristics or features that were promised shall not be affected. Within the scope of the publisher’s commercial transactions, the publisher is also not liable for gross negligence on the part of vicarious agents. In all other cases, the extent of the liability towards traders for gross negligence shall be limited to the foreseeable damage up to the amount of the advertisement fee in question.

11. Proofs shall only be supplied if explicitly requested. The ordering party shall bear responsibility for the accuracy of the returned proofs. The publisher shall take into account all of the corrections submitted within the time limit specified when the proofs were sent out or by the copy deadline. If the publisher has offered to produce online advertising media free of charge, the service shall be deemed to have been provided as soon as the second proof has been transmitted or, at the latest, when two graphic designer hours have been spent on it.

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12. In the absence of any specifications with regard to size, the ordering party shall be invoiced for the print size that is customary for that type of advertisement.

13. Except in cases of payment in advance, the invoice shall be sent out immediately, if possible 14 days after publication of the advertisement. Except in cases of payment in advance or unless otherwise agreed, the invoice shall be payable within the time limit specified in the price list, starting from the date when the invoice was received. Any deductions for early payment shall be granted as specified in the price list.

14. In the event of payment default or deferment of payment, interest shall be charged at a rate of 8.5 % p. a. plus collection costs. In the event of default of payment, the publisher may postpone further execution of the current order until payment has been received and demand advance payment for the remaining advertisements. If there are legitimate doubts concerning the ordering party's ability to pay, the publisher is entitled to make publications of any further advertisements dependent on payment in advance and on the payment of any sums outstanding, even during the term of the contract and irrespective of the terms of payment agreed therein.

15. The publisher shall supply a copy of the advertisement together with the invoice, if so requested. Extracts, whole pages or complete issues shall be delivered, depending on the type and scope of the advertisement order. If a copy of the advertisement is no longer available, the publisher shall supply legally binding certification to the effect that the advertisement has indeed been published and distributed.

16. The ordering party shall bear any costs incurred for the preparation and redesign of the print documents and drawings and also for any major changes to the originally agreed versions requested or caused by the ordering party.

17. The ordering party cannot claim a price reduction for an order of several advertisements on grounds of reduced circulation.

18. Classified advertisements will not be published for commercial advertisers.

19. Printing materials shall only be returned if explicitly requested by the ordering party. The publisher is bound to keep the printing materials for three months after completion of the order. Complaints must be made within four weeks after receipt of the invoice and proof, unless the errors concerned are not obvious.

20. The place of jurisdiction is the publisher's registered office. In business dealings with traders, judicial entities, public corporations or ordering parties based abroad, the place of jurisdiction for litigation is the publisher's registered office. If the publisher's claims cannot be satisfied by issuing payment reminders, the place of jurisdiction for non-traders shall be determined by their place of domicile. If the ordering party's or the non-trader's domicile or ordinary place of residence is unknown at the time the suit is filed, or if the ordering party's domicile or ordinary residence moves outside the territory subject to German law subsequent to the conclusion of contract, the publisher's registered office shall be deemed the place of jurisdiction.

21. Data protection: pursuant to §26 of the German Data Protection Act, the customer and delivery data required within the scope of business relations will be stored at the premises of the publisher or a company authorized by the publisher with the aid of electronic data processing.

22. Should one of the above-mentioned conditions or a condition of the contractual relationship between the publisher and the advertiser be invalid, the validity of the remainder of the conditions of the contractual relationship shall not be affected. The invalid condition shall be replaced by a valid condition that is created after having reasonably assessed the overall context and its economic effects.

23. Advertisement orders by an agency shall be accepted in its name and on its account. Advertising space buyers and advertising agencies shall be obliged to adhere to the publisher's price list with regard to offers, contracts and invoices with advertisers. The agency commission granted by the publisher may not be passed onto the ordering party either in whole or in part.

24. The publisher's General Terms and Conditions shall also apply mutatis mutandis to orders for fixed inserts, supplements, inserts and special technical designs. Each order shall only become legally binding after it has been confirmed in writing by the publisher.

25. If an advertisement, insert or bound-in order which has been confirmed and booked by advertisers or their advertising agent is not published for reasons for which the ordering party is responsible, the publisher shall reserve the right to charge a cancellation fee of 25 % of the net order value. If an advertising order for a special placement in the publication is cancelled by the ordering party, the publisher shall reserve the right to charge for the cancelled advertisement in full if an alternative customer is not found for the agreed placement.

Your contact persons.



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SWIFT-BIC: NASSDE 55 XXX

Commerzbank AG, Wiesbaden
IBAN DE36 5108 0060 0129 9888 00
SWIFT-BIC: DRES DE FF 510

PUBLICATION FREQUENCY:
weekly on Thursdays

CLOSING DATE FOR ADVERTISING:
6 working days before publication