

## 1. Subject matter and formation of contractual agreements

- (1) The following General Terms and Conditions (henceforth "GTC") and the current price list are applicable to and thus become integral part of all contractual agreements concerning services and advertising in internet-related media provided by CHEMIE.DE Information Service GmbH (henceforth "CHEMIE.DE"), Eichenstrasse 3A, 12435 Berlin, Germany, in the ordinary course of business. CHEMIE.DE is a limited company under the German limited liability company law ("GmbH-Gesetz").
- (2) Other parties' General Terms and Conditions are expressly rejected herewith and have no validity.
- (3) CHEMIE.DE's core services comprise publishing and disseminating, in particular through the internet, one or more advertisements of an advertiser or of other parties interested in information and communication services.
- (4) Advertising media for the purpose of these GTC include photos, graphical representations of all kinds, three-dimensional animations, text, sound sequences, videos, other moving images (e.g. banners) and sensitive areas on web pages, in newsletters and in e-mails that, upon being clicked on, connect to other data in the advertiser's domain at an online address as notified by that advertiser (e.g. hyperlinks).
- (5) If not otherwise agreed, a contract is created when an quotation is confirmed in writing, an order is sent or when an advertisement is inserted for publication. CHEMIE.DE is not legally bound by oral confirmations or confirmations by telephone. When advertising agencies or other intermediaries place orders, it is they who become contracting parties, unless otherwise agreed upon in writing.
- (6) On the basis of a single order, CHEMIE.DE does not permit advertising for the products or services of more than one advertiser or other interested party, unless otherwise agreed upon in writing.

## **2. Responsibilities and duties of CHEMIE.DE**

- (1) CHEMIE.DE publishes advertisements in the agreed quantity, applying commonly used technical standards. Advertisements that are not recognisable as such will be clearly marked as advertisements.
  
- (2) CHEMIE.DE's customers are aware that current technical standards practically do not make it possible to create a software program devoid of errors. Furthermore, the operability of the communication infrastructure is partly beyond CHEMIE.DE's control. In particular, it is assumed that an advertisement is not incorrectly displayed

- if inappropriate hardware or software (e.g. browser) is used for viewing
- if failures occur in the communication networks of other operators and providers
- if computers of internet providers or online service providers fail
- if proxy servers or name servers of commercial or non-commercial providers or online service providers have saved incomplete and/or out-of-date content
- if the cumulated down-time of the ad server amounts to no more than 24 hours within a 30-day period after the advertisement's contractually agreed first insertion.

- (3) CHEMIE.DE is obliged to keep a copy of the advertisement for three months after its last insertion.

## **3. Advertisers' obligation to cooperate**

- (1) Immediately after contract formation, the advertiser provides CHEMIE.DE with all relevant advertising material, information and data in a form suitable for immediate use, unless expressly otherwise agreed. If this material is not delivered in its entirety at least three days before the agreed publication period commences, CHEMIE.DE may refuse to publish the advertisement.
  
- (2) CHEMIE.DE offers advertising formats with response elements, whereby CHEMIE.DE forwards users' e-mail enquiries to the advertiser or to third parties. In these cases the advertiser must ensure that these e-mail enquiries can be received by the recipient and are not obstructed by spam filters.
  
- (3) If CHEMIE.DE commits itself to producing advertising material for advertisers or third parties, the advertiser's entitlement to use this material pertains to usage only in advertisements on CHEMIE.DE's internet portals. Any rights beyond this must be agreed upon in writing.
  
- (4) The advertiser assures CHEMIE.DE that he/she/it holds all necessary rights to use, save, reproduce, modify, publish, transfer and disseminate the advertising materials and components thereof. The advertiser grants CHEMIE.DE all rights required for publication.

- (5) CHEMIE.DE cannot be held accountable for the contents provided by the advertiser or a third party. In particular, CHEMIE.DE is not obliged to examine pages that are linked to from the advertiser's advertisement for statutory violations.
- (6) If the advertiser becomes aware of statutory violations or malpractices or if third parties assert claims pertaining to the advertisement against the advertiser, the advertiser must notify CHEMIE.DE without delay and must take appropriate counteractive measures.
- (7) Should third parties attempt to enforce legal claims against CHEMIE.DE that are founded on possible statutory violations pertaining to the advertiser's advertising material or of contents on pages it links to, the advertiser is obliged to discharge CHEMIE.DE from any liabilities and to reimburse CHEMIE.DE for the expenses it incurs as a consequence of this possible statutory violation, including legal fees. The advertiser is obliged to support CHEMIE.DE to the best of his/her/its ability with information and documents in aid of CHEMIE.DE's legal defence. Additional claims by CHEMIE.DE shall be unaffected.

#### **4. Order processing**

- (1) If the advertiser fails to fulfil the obligation to cooperate as set out in 3(1) within an adequate time limit, CHEMIE.DE may specify an additional period of at least one week. If this period stays without result, CHEMIE.DE shall be entitled to withdraw from the contract. In such a case, the advertiser is obliged to pay thirty (30) percent of the total amount that the contract stipulated.
- (2) CHEMIE.DE shall charge separately expenses that are incurred for necessary changes to the advertising material for which the advertiser is accountable or for changes that the advertiser wishes.
- (3) CHEMIE.DE reserves the right to decline advertising material, wholly or in part, on the basis of its content, origin or technical format. These decisions are based on consistent principles such as statutory violations, governmental regulations or that publication would be unreasonable due to technical specifications or an infringement of 1(6) of these GTC. In particular, CHEMIE.DE may discontinue publication of an advertisement if, after publication has commenced, the advertiser makes changes to the advertisement's contents or to the data or content to which a hyperlink refers.
- (4) Unless otherwise agreed, advertising contingents must be called upon within one year of contract formation. If the contract stipulates more than one advertisement, all must be called upon within one year of the first advertisement's initial insertion.

- (5) If a contract is not fulfilled for reasons beyond CHEMIE.DE's accountability the advertiser must, irrespective of other contractual obligations, at least pay CHEMIE.DE compensation in the amount of the difference between the contractually stipulated discount and an adequate lower discount pertaining to the services actually rendered.

## **5. Warranty**

- (1) If an advertisement is inadequately displayed in quantity the advertiser is entitled to compensatory advertising only to the extent that the purpose of the advertisement's insertion was not achieved. If an adequate time limit, set by the advertiser, elapses without CHEMIE.DE having taken appropriate action or if compensatory advertising is impossible, the advertiser shall be entitled to an abatement of the price or to withdraw from the contract.
- (2) The advertiser is obliged to monitor the fulfilment of the advertising contract and to inform CHEMIE.DE of any shortcomings without delay. Should the advertiser refrain from informing CHEMIE.DE of these shortcomings, the advertisement shall be deemed as approved unless the shortcoming was not observable when the advertisement was first inserted.

## **6. Liability**

- (1) CHEMIE.DE shall be fully liable for damages if these are based on wilful intent or gross negligence on the part of CHEMIE.DE, its representatives or vicarious agents.
- (2) In addition, CHEMIE.DE is liable for slight negligence if the neglect pertains to a duty that is of great significance for achieving the purpose of the contract ("cardinal obligation"). Liability is limited to foreseeable damages and damages that typically occur in the course of contract fulfilment. Liability in total is limited to the amount the contract stipulated. CHEMIE.DE shall not be liable for indirect or consequential damage or loss of profit.
- (3) The limitation of liability shall not be applicable upon fraudulent concealment of shortcomings, upon culpable injury to life, body or health or upon liability according to the German Product Liability Act ("Produkthaftungsgesetz").
- (4) CHEMIE.DE is not liable for the loss of data and/or computer programs insofar as the damage is due to the advertiser not having performed daily state-of-the-art backups on an external data medium to ensure that lost data can be recovered within a reasonable period of time.

## **7. Price list, agency discounts**

- (1) The price list is subject to change without prior notice. Price changes effect contracts which have already been created only when the new prices were published at least one month before publication of the advertisement. If a price rise effects an existing contract the advertiser is entitled to terminate that contract. Termination must be exercised within five days of receipt of the notification that a price rise will take effect.
- (2) Discounts are granted in accordance with the price list that is in force at the relative time.
- (3) Advertising agencies and other agents or intermediaries who can prove beyond reasonable doubt that a main business activity of theirs is procuring advertisers are entitled to an agency discount if the advertising contract resulted entirely as a consequence of their activity. Neither the entire agency discount that CHEMIE.DE grants nor any part of it may not be passed on to the advertiser in any way, be it openly or concealed.
- (4) In their quotations, contracts and interactions with the advertiser, advertising agencies and other agents or intermediaries are not entitled to deviate from the prices communicated by CHEMIE.DE unless there is a special reason to do so and CHEMIE.DE is informed of this reason.
- (5) Cash discounts for prompt payment may not be deducted for the prices or invoiced amounts unless otherwise agreed upon in writing.

## **8. Invoicing and delayed payment**

- (1) If payment is not effected in advance and unless otherwise agreed in writing, invoices are sent either immediately upon contract formation or upon the advertisement's publication.
- (2) The invoiced amount is payable within ten days of the invoice date if no other payment terms or advance payment are agreed.
- (3) If payment is delayed or deferral is agreed, interest and collection costs become payable. When payment is delayed, CHEMIE.DE reserves the right to defer the fulfilment of the advertiser's order until payment and may demand advance payment for publication to resume.
- (4) Advertisers default on payment without having been sent a payment reminder.
- (5) The advertiser must bear any transaction fees charged for transnational payments, cheques or other forms of payment.

- (6) If direct debit or credit card payment is agreed, the advertiser must bear the costs of the reversal of the transaction if CHEMIE.DE is not accountable for the reversal of the transaction.
- (7) If reasonable doubt exists that an advertiser is unable to meet its financial obligations, CHEMIE.DE shall be entitled, even during the term of a contract and irrespective of any earlier agreed due date for payment, to demand advance payment and payment of unpaid invoices before further advertisements are published.

## **9. Final provisions**

- (1) In case of dispute between the parties to a contract and as far as legally permissible, German law is applicable to the exclusion of its conflict of law rules (Private International Law) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) Amendments or additions to contracts are to be made in writing only.
- (3) The legal venue in cases of dispute resulting from this contract is the location of CHEMIE.DE's registered office.
- (4) If an individual provision of this contract is or becomes wholly or partially invalid it shall in no way affect the validity of the rest of the contractual agreement.