



Terms and Conditions (Print)

1. Print documents

The client is responsible for on time delivery of advertisement copy and clean print documents or supplements. Should print documents be clearly unsuited or damaged, the publisher will immediately request a replacement. Should the client not provide any print documents, the publisher will create such a print template according to the information in the order text and further, including protected, information sources. If the order concerns a color order but the publisher did not receive any information on color design, the publisher will create a print template in black and white.

2. Placement

Placement of advertisements and external supplements cannot be guaranteed in specific issues, specific editions or in specific locations of the publication, unless the client expressly makes the validity of the order dependent on such placement and has accepted a corresponding surcharge. The amount of the placement surcharge is derived from the respective current advertisement price list.

3. Right of Rejection

The publisher reserves the right to reject advertisement and supplement orders – individual placements as part of a standing order – due to contents, origin or technical form according to the standardized principles of the publisher. Advertisements and supplements may also be rejected in case of legally binding and confirmed orders, should their contents breach laws, regulatory stipulations or common decency as per the publisher's best judgment or should the publication of said contents be deemed untenable for the publisher.

4. Galley Proofs

The client bears responsibility for the accuracy of provided galley proofs. The publisher will respect all error corrections provided within the period set with the supply of the galley proofs. Should the client not return the galley proofs, approval is considered as given.

5. Design of Print Documents and Subsequent Changes (Author Corrections)

The client has to bear the costs for the design of ordered print documents as well as any substantial changes of originally agreed upon editions, as requested by the client or considered acceptable.

6. Return of Print Documents

Films or other print documents are only returned at special request. The retention requirement ends three months after conclusion of the order.

7. Warranty Claims

The client may claim a reduction in payment in case of entirely or partially unreadable, incorrect or incomplete printing of the advertisement but only to the degree to which the purpose of the advertisement has been damaged. Should the advertising impact be harmed by the publication, the client may demand instead of a reduction that the publisher release a replacement advertisement in the same format in a comparable publication. Claims of damages due to the service being impossible, due to delay, due to positive claim infringement, due to fault at contract conclusion or due to unlawful action are – including ordering by phone – excluded unless they are based on malicious intent or gross negligence on the side of the publisher, the latter's legal representative or agent. Further liabilities of the publisher are excluded. Complaints have to be asserted within four weeks after receipt of invoice and confirmation slip.

8. Cancellation

The advertisement order can be canceled at any time. According to Par. 648 BGB, the publisher retains a claim to payment of the advertisement price minus saved expenses. These expenses correspond, according to the publisher's order calculation, to 40 % of the net advertisement price (without V.A.T.). It is the client's right to prove a higher savings in a specific case. Without such proof, 60 % of the agreed upon net advertisement price will be billed.

9. Default Interest

In case of delay or deferral of payment, default interest as well as collection costs will be billed.

10. Adjustment of Contract

Should a print order not be executed or not be executed in the agreed upon manner or the date of printing be delayed, all for reasons the publisher is not at fault for, the publisher will provide a replacement service of equal value by publishing the agreed upon advertisement either in the same publication at a later date or in another publication by the publisher with at least the same print run.

T&C valid from March 20, 2020

Terms and Conditions (Online)

1. Scope of Application

(1) These particular Terms and Conditions (T&C) apply to all online advertising orders (e.g. sponsor entries, text and logo links, online banners, videos – subsequently called "advertisements" in general) which VDP received from clients for publication on internet websites (e.g. www.vdpolizei.de, www.polizeieinpartner.de, www.polizei-praxis.de, www.kriminalpolizei.de, www.polizeifeste.de). Service contract law is to be applied.

(2) Operator of the website is the VERLAG DEUTSCHE POLIZEILITERATUR GMBH Advertising Management, Forststraße 3a, 40721 Hilden, represented by the managing directors Bodo Andrae and Joachim Kranz, V.A.T. ID number DE 121391276, included in the trade registry of the district court Düsseldorf as HRB 46409 (here called "VDP"). VDP is a commercial enterprise of the police union (Gewerkschaft der Polizei, GdP) and particularly obliged to the purposes of the union.

(3) These particular T&C do not apply to advertisements in our print media. For these, our T&C Print apply.

2. Contract Conclusion

(1) VDP submits offers to its clients. A contract conclusion is achieved by accepting the contract offer in writing from VDP by the client signing in the respective position on the order form or by the client expressly confirming the contract offer via fax, letter or e-mail.

(2) Should the client deviate from VDP's offer by adding their own clauses to the order form, this will be considered as a new offer by the client which has to be accepted by VDP.

(3) The clients have no claim to exclusivity. VDP has the right to accept orders from immediate competitors of the client or advertisement orders with similar contents.

(4) Should these T&C not be included in valid form in a contract, the general civil law regulations apply. Service contract law is to be applied. This also applies should an individual clause of these T&C be rendered invalid.

3. Services by VDP

(1) VDP undertakes the publication in the form approved or delivered by the client. The placement is handled, unless something else has been agreed in written form, in the sequence of orders received. The client has no claim to publication in a specific location unless expressly otherwise agreed in written form.

(2) VDP does not accept any liability for the constant availability of the website. The client is only entitled to a reduction of the amounts due should the inactivity of the website during the remuneration period cover more than 5 % of the extent of a billing cycle. Downtimes due to force majeure are disregarded. The reduction claimed by a client is calculated by the ratio of the downtime to the overall time during the billing cycle. Further claims are excluded unless malicious intent or gross negligence on the part of VDP has occurred.

(3) Should the client have submitted the advertisement's layout for publication, VDP is not obliged to provide galley proofs of the ordered advertisement to the client. If the client places a fee-based order to design the ad, he will receive a galley proof prior to publication of the advertisement and may supply modification requests within the period stated by VDP. Otherwise, the galley proof is considered approved. The client is responsible for immediately submitting the data necessary for such a modification.

4. Warranty

(1) The client has to review the ordered advertisement immediately after publication and submit a complaint in written form to VDP regarding noted changes to the contractually obliged design. Should VDP not receive any indication of faults within 7 days after publication, the publication is considered approved without faults.

(2) Should a justified complaint about faults be provided, VDP has to correct the fault immediately. The client is obliged to submit to VDP the required data material without fault (advertisement layout) along with the complaint.

(3) Except in cases of malicious intent and gross negligence, VDP's liability is limited to the damage predictable and typical concerning the type of due diligence in question. Compensation of indirect damages and lost earnings is excluded unless malicious intent or gross negligence have occurred.

(4) The client has to bear costs incurred by VDP for desired or acceptable modifications of the templates. The client may demand modification of a published advertisement without faults only against reimbursement of costs.

- (5) Negligible discrepancies in color or typeface, in particular due to varying technical presentation or data processing, do not entitle the client to assert claims for defects.

5. Responsibility of the Client

- (1) The client is responsible for the accuracy and completeness of the submitted advertisement data. It is the client's duty to provide proper templates that are suitable in particular to the format or the technical requirements by the publisher for the design and transfer of advertisement data, including all required contents, information, data, files etc., in full and free of faults and viruses. Moreover, the client has to label these sufficiently for processing by VDP. Undesired publication results due to a deviation by the client from the recommendations by VDP do not lead to fault claims. VDP is not obliged to verify the data provided by the client prior to placement and publication of the advertisement.
- (2) The client has to provide the advertisement in the desired layout along with the necessary data at most 7 days prior to the planned publication. The client allows VDP for the period of publication the right to use, modify and publish all advertisement elements (texts, pictures, graphics etc.). The client warrants that the provided material as well as the websites referred or linked to in the advertisement do not infringe on the rights of third parties (copyright law, trademark law, privacy rights etc.) and that the client is the owner of all rights to the provided material and the websites.
- (3) Should the advertisement not be published within the agreed upon period because VDP has not received the advertisement in the intended design on time, the client is nonetheless obliged to pay the agreed upon fee in full.
- (4) Should there be an unauthorized linking or framing, the client is solely responsible.

6. Prohibited Contents

- (1) VDP is entitled to reject the publication of advertisements and to remove already published advertisements from its website should VDP determine that advertisements infringe on legal requirements, official prohibitions, common decency or the rights of third parties (prohibited contents) or that their publication is untenable for VDP. To this end, it is deemed sufficient for VDP to receive an injunction from a third party. Prohibited contents include advertisements that contravene the interests of the GdP or their subsidiary organizations and in which cases VDP has been tasked by the managing executive board of the GdP not to publish the ad. VDP is entitled to present an advertisement to the managing executive board of the GdP for approval in case of any concerns about the publication. The decision by the managing executive board of the GdP is binding for both parties.
- (2) The client exempts VDP at first request, irrespective of any fault on the client's part, from all claims against VDP made by third parties with respect to a client's advertisement because of prohibited contents or other legal infringements. Should the client also provide an advance on costs covering all incurred legal costs, VDP will only delete the entry at the client's request unless this concerns an advertisement with suspected contents liable to prosecution.

7. Duration of Entry Specialty Provider Registry „Burglary Protection“

- (1) The duration of the entry in the specialty provider registry „Burglary Protection“ is for one year, starting with the contractually agreed upon date of publication. The data have to be provided in full by the client at most seven days prior to the end of the month. The duration is automatically extended by another year should the entry not be canceled in written form up to six weeks prior to the end of the duration.
- (2) Should the advertisement data not be delivered on time, should they be incomplete and/or not meet the technical specifications, VDP is entitled to

assign any scheduled placements otherwise until the delivery is completed without fault. The client is obliged to pay the price for the advertisement in full.

8. Remuneration

- (1) The advertisement price is derived from the concluded contract and possibly agreed upon amendments.
- (2) The remuneration is due without deduction by the date set in the bill, in the case of advance payment with the deduction of a 2 % discount. The client is considered in arrears should he not pay within the period set in an overdue notice sent after the due date. In case of arrears, VDP retains the right only to execute new orders to publish advertisements after advance payment.
- (3) If a client is in arrears, VDP is entitled to cease services temporarily until full payment is received. The publication period is not extended by this temporary cessation.
- (4) The client is only allowed to offset payment claims by VDP with undisputed or legally confirmed claims. Rights of retention may also only be applied by the client with undisputed or legally confirmed claims.

9. Right of Modification

VDP may change these T&C at any time insofar as this may become necessary due to changed circumstances (e.g., legal requirements, changes in case law) and these changes not be untenable for the client. These changes take effect for the client if the latter has been notified of these and the client has not objected to the changed T&C within 14 days after notification. Should the client object, VDP may cancel the contract within a period of two weeks.

10. Copyrights

The websites of VDP are protected by copyright law and enjoy the protection of databases. Clients, like other internet users, are not permitted to copy, reproduce or otherwise exploit the contents of these websites.

11. Disruption of Services

Should the execution of an order be disrupted for reasons outside the influence of the supplier, in particular due to computer malfunction, force majeure, strike, due to changed legal requirements, disruptions in the area of responsibility of third parties (e.g., other providers), network operators or service providers, the execution of the order will be resumed as soon as possible. With resumption in appropriate and reasonable time after elimination of the disruption, the remuneration claim of the supplier remains in place.

12. Limitation of Liability

VDP is only liable for breaches of contract due to malicious intent and gross negligence of its employees.

13. Linking

- (1) The websites of VDP contain links to other websites. VDP is not responsible for the contents of other websites and does not accept any liability or warranty for these websites.
- (2) Installing links to the websites of third parties in the advertisements by the client requires approval by VDP.

14. General provisions

- (1) There are no verbal side agreements. All changes and supplements of the contract or these regulations require written form to become valid. This also applies to a change of this agreement to use the written form.
- (2) All communication directed to VDP is to be sent to the e-mail address av@vdpolizei.de.
- (3) VDP is entitled to send any and all communication regarding the contractual relationship to the e-mail address provided by the client.
- (4) Court of jurisdiction for any disputes deriving from or related to the contractual relationship and these regulations is Düsseldorf.

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