

Terms and Conditions of VS Medien GmbH for Advertising Services in Print Media and Online (Advertising T&C)

1. Scope and validity

1.1 These Advertising T&C govern the conclusion, content and fulfilment of advertising contracts for advertisements or similar products in print media as well as the placement of advertisements or other presentations online on the "all4shooters.com" website and subdomains or other uses of the media services.

1.2 These Advertising T&C shall be considered accepted if the contractual partner registers with VS Medien GmbH (VS Medien) or on the all4shooters.com website and places an order. They are also considered accepted without registration if reference is made to them in the order, of-fer or order confirmation. The contractual partner's terms and conditions are explicitly excluded.

2. Offer and order

2.1 Offers by VS Medien, whether online or in writing, are non-binding and are only confirmed as binding by VS Medien in writing or electronically on the basis of a specific order. If the contractual partner places an order that de-viates from the VS Medien offer or order confirmation, the offer or order confirmation shall apply respectively if the contractual partner does not raise an objection immediately after receipt.

2.2 VS Medien may reject orders at any time for technical reasons or reasons of content after receipt of the specific documents, in particular in the event that they are potentially unlawful. It shall apply uniform and objec-tive principles in this regard.

3. Remuneration

3.1 The remuneration compensates for the agreed services. Unless explicitly agreed otherwise, it is due net and without deductions, but exclusive of taxes and duties (value added tax etc.). It does not include any printing documents that may have to be produced and which are not provided by the contractual partner.

3.2 VS Medien is entitled to adjust its price lists at any time. The remuneration quoted in the order confirmation shall be authoritative.

3.3 An intermediary fee is charged for advertising intermediaries and advertis-ing agencies; it does not apply to online contracts.

3.4 An entitlement to agreed volume rebates shall

only arise after the end of the calendar year in questi-on. The net sales volume is used to calculate the cor-responding bonus.

4. Terms of payment

4.1 Unless otherwise agreed, payments are due at once, payable to VS Medien within 30 calendar days from the invoice date without any deduction.

4.2 The payment dates must also be complied with if performances are de-layed for reasons for which VS Medien is not responsible, if insignificant parts are missing or if slight corrections are necessary. This shall apply in particular if the customer does not deliver in-puts for the Online Partner-ship Packs.

4.3 Justified objections to the invoice must be ex-plain-ed and declared within a reasonable period, but no later than two weeks from receipt of the in-voice. The original date of payment shall otherwise remain valid.

4.4 The contractual partner may authorise VS Medi-en to debit its bank ac-count for the invoice amount. Payment by direct debit is only possible from a current account in a country that participates in the SEPA proce-dure. Moreover, the invoice amount will not be debited earlier than five working days after receipt of the invoice.

5. Deadlines and delays

5.1 If VS Medien is unable to comply with a deadline for reasons for which it is not responsible (e.g. due to unfulfilled obligation to cooperate of the con-tractual partner or the fault of third parties), the deadline shall be extend-ed appropriately. In the case of print media, this may lead to placement in a later print edition.

5.2 The statutory interest and collection costs will be charged in the event of default or deferment of pay-ment. VS Medien reserves the right to cancel or with-draw from current orders and is authorised to demand advance payment. This also applies if there are just-ified doubts concerning the cus-tomer's liquidity.

6. Advertisements and third-party supplements in print media

6.1 The contracting partner may request the printing of one or more adver-tisements or the inclusion of third-party supplements in a specific print medium.

Classified advertisements are printed in the respective category unless otherwise agreed.

6.2 Advertisements are bordered by text on three sides and not by other adver-tisements. Orders of this kind are not recognisable as advertisements, but are marked with the word "advertising".

6.3 Third-party supplements that create the impres-sion of being an integral part of the newspaper or ma-gazine will not be accepted.

6.4 The contractual partner shall ensure that the print documents are deliv-ered in good time. Unless explicitly agreed otherwise, VS Medien may place an advertisement in a later issue if it is received at too short notice. VS Medien will request replacements of documents that are obviously un-suitable or damaged.

6.5 Proofs will only be delivered by explicit arrange-ment. The contractual partner is responsible for the accuracy of returned proofs. VS Medien shall take into account all corrections communicated within the peri-od specified when the proofs are returned.

6.6 If dimensional specifications have not been ex-plicitly agreed, the calcula-tion shall be based on the actual print height that is customary for this type of advertisement.

6.7 VS Medien will enclose with the invoice a suitable reference copy of the advertisement on request.

Alternatively, it will provide confirmation from the pub-lishing company that the advertisement was printed.

6.8 Print documents will only be returned to the con-tractual partner by special arrangement. VS Medien is not obliged to store matrices. Print docu-ments/print data must be kept for one year following fulfilment of the contract.

7. Online advertisements and presentations

7.1 Registration is necessary for some of the services offered by VS Medien. Registration is carried out accord-ing to the valid guidelines of the all4shooters.com website, which may be amended at any time. The con-tractual partner must provide truthful and complete information in order to use these areas. The contrac-tual partner must disclose any changes be-fore conti-nuing their use of these areas. There is no entitlement to registration.

7.2 The contractual partner may withdraw their registration at any time without statement of reasons by notifying VS Medien in a suitable way. VS Medien undertakes to erase the personal data in this case, insofar as this is permitted by law.

7.3 The contractual partner may book the Partnership Packs for online advertising as defined in the media data.

7.4 In regard to transmitted content, the contractual partner undertakes to comply with the principles set out in the Press Code as issued by the German Press Council. Moreover, its content must not violate applicable law, contravene legal or official prohibitions or offend common decency. This applies in particular to pornographic, offensive, threatening, harassing, vulgar, racist or otherwise discriminatory or objectionable content. The contractual partner undertakes furthermore to ensure that its documents do not infringe any personal rights of third parties, such as naming rights or the right to one's own image.

8. Place of performance

The place of performance is the registered office of VS Medien.

9. Warranty

9.1 VS Medien warrants the print or reproduction quality that is customary for the booked title, based on the templates with which it was provided.

9.2 VS Medien cannot warrant the uninterrupted accessibility of its web pages.

9.3 Where links are placed to third-party websites, VS Medien shall accept no responsibility for the content or quality of these pages.

9.4 VS Medien is not contractually obliged to review the content of contracted services and in particular does not warrant their accuracy, completeness, currency, quality or the absence of errors. Statutory review obligations remain reserved.

9.5 In the case of box number advertisements, VS Medien shall apply the diligence of a prudent businessperson to the safekeeping and forwarding of offers. Registered mail and express deliveries responding to box number advertisements will be forwarded by ordinary mail. VS Medien is not obliged to forward

business proposals and agency offers. Where a suspicion of misuse exists, VS Medien reserves the right to conduct an appropriate review of the offers.

9.6 In the event of justified complaints which impair the purpose of the advertisement or other advertising, the contractual partner shall be entitled to an appropriate reduction in the remuneration or the placement of a replacement. Further claims of the contractual partner are explicitly excluded.

9.7 The contractual partner must exercise claims for defects immediately after becoming aware of them, but at the latest within four weeks after receipt of the invoice. If the defects recur in later advertisements, they shall only be deemed a defect if the contractual partner has drawn attention to them in good time before going to press.

9.8 If an edition or sales quantity has been agreed, it shall be deemed to be a defect if it is present in

up to 50,000 copies	20%
up to 100,000 copies	15%
up to 500,000 copies	10%
more than 500,000 copies	5%

and the contractual partner was not offered the opportunity to withdraw from the contract in good time.

10. Liability

10.1 VS Medien is only liable for violations of contract caused by gross negligence or intent. VS Medien is not liable for gross negligence on the part of its vicarious agents, except when it concerns material contractual obligations.

10.2 The liability of VS Medien for damages that are typical of the respective contract caused by gross negligence on the part of VS Medien, its bodies, employees or auxiliary persons and for damage caused by breaches of material contractual obligations shall be limited to the foreseeable damage.

10.3 The contractual partner is responsible for the use of its password and for keeping it secret. In particular, the contractual partner undertakes to keep the password with special care and to protect it from access by third parties. The contractual partner shall otherwise indemnify VS Medien against any liability arising from the unauthorised use of the password by third parties.

The contractual partner is obliged to notify VS Medien without delay if it has reason to believe that the password has been used without authorisation.

10.4 The contracting partner shall indemnify VS Medien against any liability for incorrect information or information it has not updated concerning a person or the company, in particular concerning the use of protected professional titles.

11. Force majeure

11.1 The parties shall not be held liable for failure to perform or delay in performing if such failure or delay is due to unforeseeable events beyond their reasonable control, whether arising from natural causes or human agency ("force majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delay of RUAG's sources of supply, shortage in material or energy, acts, orders or priorities of authorities (e.g. non-issuance, refusal or revocation of authorisations in the area of exports or security services) and embargo.

11.2 The party affected by force majeure shall notify the other party in writing within two weeks following the occurrence of any event of force majeure, citing this Article in said notice, and shall supply all relevant information about its effects on performance of the contractual obligations.

11.3 Unless otherwise agreed in writing, the party unable to perform because of force majeure is temporarily excused from performance while the incident of force majeure is occurring and obligated to perform once the incident ends. It shall not be subject to damage claims.

11.4 In case the duration of force majeure exceeds six months, the parties will enter into dialogue with each other and each party will have the right to terminate the contract with immediate effect. Contractual obligations performed shall be remunerated. Remuneration already paid shall be refunded, however reduced by the accrued costs and expenses of the contractual obligations performed thus far.

12. Emerging intellectual property rights

12.1 Intellectual property rights (copyrights, design etc.) that are created during the performance of the contract, particularly on the works and documentation created by VS Medien in a written or machine-readable form, are assigned exclusively to VS Medien.

12.2 VS Medien has the temporally and geographical-ly unlimited, non-exclusive right to use the emerging intellectual property rights within the purpose of the contract, in particular for printing, dispatch or online placement, if necessary with the assistance of suitable service providers.

13. Pre-existing intellectual property rights

13.1 Pre-existing intellectual property rights (copy-rights, design etc.) remain with the respective party or third party. Insofar as the contracting partner provides VS Medien with intellectual property rights, it guarantees that no intellectual property rights of third parties are infringed.

13.2 The parties obtain a non-exclusive and non-transferable right to use the pre-existing property rights for the agreed purpose. Any additional use (re-production, distribution, linking, etc.) requires the consent of VS Medien or third parties. Where written consent is obtained, such use shall only be permitted within the agreed scope and with reference to the source.

14. Infringement of intellectual property rights or other rights of third parties

14.1 The contractual partner contests at its own cost and risk any third-party claims arising from infringement of intellectual property rights, personal rights or other rights of third parties directly linked to the services provided by VS Medien under this contract. VS Medien informs the contractual partner immediately in writing about claims of third parties due to infringement of intellectual property rights. It shall leave the pursuit of any litigation and measures and instructions for the judicial or extrajudicial settlement of the dispute to the contractual partner. VS Medien shall consult the contractual partner in any litigation without delay. VS Medien shall first undertake measures

to mitigate losses if necessary.

14.2 The contractual partner shall, under these conditions, assume the costs accruing to and damages paid by VS Medien. Where the dispute is re-solved by extrajudicial settlement, VS Medien shall make the agreed payment to third parties only if it has approved it beforehand.

15. Data protection

Each party may obtain access to personal data (e.g. names, functions, business units, contractual details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("personnel"; "personal data") in connection with the contract that is subject to these T&C EN. The parties agree that they act as independent controllers in regard to these personal data, unless explicitly agreed otherwise. Personal data may be processed only in accordance with applicable law, applying appropriate security measures (e.g. technical and organisational measures etc.), and only in order to enter into and perform the contract and compatible purposes including but not limited to orders, payment processing, customs duties, taxes, import/export management, customer relationship management, company accounting and general administrative purposes. Each party undertakes to inform its own personnel about the processing of personal data by the other party, in accordance with applicable law.

16. Severability clause

16.1 Should individual provisions of the contract contain omissions, be legally invalid or unenforceable for legal reasons, the validity of the remainder of the contract will not be affected thereby. In such a situation, the parties will agree an arrangement that replaces the relevant provision with an effective one that comes as close as possible to the commercial intent of such an ineffective provision.

17. Assignment and pledging

17.1 The contractual relationship or rights and duties arising therefrom can only be assigned with the prior and written approval of the other party. Apart from that, VS Medien may assign rights and duties from the

contract to another group company at any time.

17.2 The claims arising to the contractual partner from the contractual relationship may be neither assigned nor pledged without the prior written approval of VS Medien.

18. Set-off

The contractual partner shall not be entitled to set-off without explicit written consent from RUAG.

19. Applicable law and jurisdiction

19.1 This contract and all claims and rights arising from it are subject to material German law, to the exclusion of its provisions on conflicts of legal systems. The United Nations Convention on Contracts for the International Sale of Goods shall be explicitly excluded.

19.2 The ordinary courts at the location of VS Medien's registered office are exclusively competent for any disputes arising from the contractual relationship or in connection with it.