

## **General Terms and Conditions for the Purchase and Ordering of Media Services**

These General Terms and Conditions for the purchase and ordering of Media Services (hereinafter referred to as “Terms and Conditions”) will govern all of the details related to this that are necessary and relevant with regard to the legal relationship between the contracting parties. Any and all references to persons apply equally to all genders.

“**MEDIA Central**” as used in these contractual conditions shall mean the company of MEDIA Central, which is mentioned in the relevant order confirmation and which enters into a contract with the respective service provider on the basis of such confirmation (hereinafter referred to as “MEDIA Central”).

“**Service provider**” as defined in these contractual conditions means the company, merchant, legal person under private or public laws or the special fund under public laws, which is specified in the order confirmation as the contract party of MEDIA Central (hereinafter referred to as “Service Provider”).

“**Client**” as defined in these contractual conditions means the company, merchant, legal entity under private or public law or the special fund under public laws, which is specified in the offer, order confirmation, confirmation of terms and conditions or other document that forms part of the agreement concluded between the Service Provider and MEDIA Central (hereinafter referred to as the “Client”). MEDIA CENTRAL and the Client shall hereinafter also be referred to individually as the “Contracting Party” and referred to jointly as the “Contracting Parties”.

“**Affiliated companies**” as defined in these contractual conditions means legally independent companies which a) hold the majority of shares or the majority of voting rights in another company (majority shareholding) as well as those companies in which such a majority shareholding is held; or b) which are able to exert influence, directly or indirectly, on another company (controlling relationship) as well as those companies which are controlled under such a relationship; or c) which are jointly managed or have any other dependent relationship with each other (group affiliation) (hereinafter referred to as “Affiliated Companies”).

### **Section 1. Subject Matter of the Agreement**

- 1) The subject matter is the contents of MEDIA Central’s relevant order confirmation (as well as the documents in which such are sent), including the documents and agreements associated therewith and referenced therein, (hereinafter jointly referred to as “Order Confirmation”), including these contractual conditions.
- 2) Any offers deviating from the Order Confirmation and other drafts of agreements which serve to evaluate the cooperation and which were exchanged between the Parties hereof during the negotiations shall not be binding, even with regard to price, quantity, delivery period, delivery option, technical data, specifications as well as descriptions and specifications of quality.

### **Section 2. Scope of Application of the Contractual Conditions**

- 1) These contractual conditions and the Order Confirmation shall form the basis for all legal transactions between MEDIA Central and the relevant Service Provider and shall thus be decisive for the relevant legal relationship.
- 2) Any deviating and/or contradictory contractual terms and conditions of the Service Provider will not be accepted, regardless of whether they constitute an essential amendment of the Order Confirmation and regardless of whether MEDIA Central accepts and pays for the deliveries and services performed by the Service Provider.
- 3) These contractual conditions form an integral part of the Order Confirmation and always apply in addition to the relevant Terms and Conditions issued by MEDIA Central, the Order Confirmation and other documents and agreements associated therewith and referenced therein, unless otherwise agreed between the Parties hereof.
- 4) Should there be an existing framework agreement between MEDIA Central and the Service Provider, these Terms and Conditions shall not apply to the legal transaction of the Contracting Parties as established by the corresponding framework agreement.

### **Section 3. Prices, Remuneration and Other Costs**

- 1) The amounts, prices and/or payments as stated in the Order Confirmation (hereinafter referred to as the “Remuneration”) shall be binding.

- 2) Insofar as not otherwise agreed in individual cases, the remuneration stated in the Order Confirmation shall be inclusive of all deliveries and services, as well as all ancillary services provided by the Service Provider (e.g. installation, delivery, dispatch, printing, etc.) in addition to all ancillary costs incurred in this respect and linked thereto (e.g. proper packaging, transport costs including any potential transport and liability insurance).
- 3) All remuneration specified in accordance with the contract shall, insofar as they are applicable, apply in addition to statutory value added tax and other applicable taxes, duties, surcharges and fees.

#### **Section 4. Payment. Set-off. Right of Retention**

- 1) Insofar as not otherwise agreed, the remuneration amounts invoiced by the Service Provider to MEDIA Central in respect of the agreed fully performed deliveries and services shall fall due for payment a) within twenty-one (21) days of the invoice date without deductions, and b) by means of cashless transfer to the bank account of the Service Provider.
- 2) The Service Provider must fill out the Service Provider Master Data Sheet as provided by MEDIA Central in full, insofar as it is applicable, and email it to MEDIA Central no later than the sending of the Order Confirmation as referred to in Section 1(1) of these Terms and Conditions; the data included in the Master Data Sheet shall be definitive and relevant to the contract, i.e., the bank details are specifically stored there. MEDIA Central must be immediately notified of any changes in writing and at the latest within one week before the invoice date. This is the sole responsibility of the Service Provider.
- 3) MEDIA Central may only offset claims for payment by the Service Provider against any undisputed claims or claims that have been legally established; these terms and conditions with regard to claims shall apply equally to claims made by the Service Provider for payment. MEDIA Central will only be entitled to any rights of retention in this connection insofar as such are based on the same legal transaction.
- 4) Should MEDIA Central fall more than fourteen (14) days in arrears regarding the payment of one of its invoices in accordance with the above paragraphs 1 and 2, the Service Provider shall not be obliged to provide the contractually agreed deliveries and services unless it happens to be the case that the Service Provider and/or its vicarious agents are responsible for these circumstances. Any costs and expenses caused by the delay that arises from the fault of the Contracting Parties shall be charged accordingly to the respective party that is responsible for the delay. Furthermore, MEDIA Central shall only be obliged to settle such invoices and/or parts thereof for which MEDIA Central is in receipt of the agreed remuneration from the relevant Client.

#### **Section 5. Type, Scope and Place of Deliveries and Services**

- 1) Insofar as not agreed otherwise, the Service Provider shall perform any and all deliveries and services agreed in the Order Confirmation to the Client, in their own name and for their own account with regard to MEDIA Central or the Client on behalf of MEDIA Central. Should the Service Provider provide deliveries and services in the form of distributing brochures or inserts ("Distribution") and for this purpose makes use of subcontracted third parties as their vicarious agents ("Subcontractors"), this is generally permitted; should this be the case, the Service Provider shall notify MEDIA Central in writing in advance about these Subcontractors and shall name them using the correct company name. MEDIA Central must also be immediately notified of any changes in writing in advance.
- 2) Insofar as not otherwise agreed between the Parties, both the Client and MEDIA Central expressly reserve their consent at any time regarding the use of the Service Provider itself and also the respective Subcontractor. Consent cannot be unreasonably withheld and may only be effectively asserted on a regular basis against the Service Provider by giving a notice period of two (2) weeks.
- 3) Service parameters, criteria and characteristics that must necessarily be changed by the Service Provider in the course of distribution and that have been the subject of a contractual assurance given to MEDIA Central or the Client for the agreed term of the contract must be maintained unless this has been explicitly agreed otherwise or agreed in writing to the contrary between the Contracting Parties; specifically, any distribution in hamlets (places comprising not more than 15 recognisable buildings), changes and rearrangements of routes, deadlines for deliveries and specific details regarding the mechanical processing of inserts are included in this. Should any changes to such contract-relevant and significant parameters become necessary on the part of the Service Provider throughout the contractual term, the Service Provider shall then set out the relevant factual reasons for this and shall, in principle, notify MEDIA Central in writing of these measures four (4) months before they will enter into force.

- 4) MEDIA Central and/or the Client expressly reserve their consent at any time with regard to the planned changes as referred to in paragraph 3. It is not possible to unreasonably withhold consent; withholding of consent shall in particular be reasonable should the respective modifications result in considerable expenditure with regard to type and scope on the part of MEDIA Central or the Client and/or is clearly disproportionate to the interests of the Service Provider and those of MEDIA Central or the Client.
- 5) The quality of deliveries and services shall be exclusively determined by the service overview that is valid at the time at which the contract is concluded in accordance with the Order Confirmation; in particular, the key central points (distribution location, circulation, etc.) of the commissioned distribution service shall be derived from the details of the respective distribution areas given by the Service Provider.
- 6) Partial deliveries are only permitted should this prove to be reasonable for MEDIA Central or the Client; this shall not apply to distribution.
- 7) Insofar as not otherwise agreed, any delivery within Germany shall be "free domicile" to the location as specified in the order. Should the destination not be specified and insofar as nothing else has been agreed, the Service Provider is obliged to request in writing that MEDIA Central name the place of delivery two (2) weeks before the delivery. The respective destination shall also be the place of performance in respect of any deliveries and services, as well as with regard to any subsequent performance (obligation to fulfil; 'Bringschuld').
- 8) Any risk of accidental loss and accidental deterioration of the item shall be transferred to the respective recipient upon the handover to take place at the place of performance. Insofar as acceptance has been agreed, this shall prove decisive with regard to the transfer of risk. In all other respects, the legal statutory provisions regarding contracts for work and services shall also apply accordingly in the event of acceptance.
- 9) With regard to compliance with delivery dates and the transfer of risk in the case of physical shipment, the decisive factor shall be the point in time at which the Service Provider or their employed vicarious agents hand over the deliveries and services at the delivery address as agreed in the respective Order Confirmation, or within the scope of the same, or distributes them within the scope of the distribution at the corresponding agreed location. Should a delivery date not be specified in the respective order and one has not otherwise been agreed, the delivery date that has already been agreed in the previous order (in the event that the order is of the same type) shall apply; should this be a first-time order or an order that is not of the same type, the Service Provider shall send a request in writing to their contact person at MEDIA Central for the provision of information in good time (at the latest two (2) weeks) before delivery. The Service Provider shall be obliged to immediately inform MEDIA Central in writing should they not be likely to be able to meet the agreed delivery date, irrespective of the reason for this.
- 10) All deliveries and services that are expressly provided in conjunction with a delivery date shall be deemed to be a transaction for delivery by a fixed date. Should any explicitly agreed delivery date be exceeded for reasons attributable to the Service Provider and/or their vicarious agents, MEDIA Central may give the Service Provider a deadline in writing for a new delivery date of at least three (3) days.
- 11) Should the Service Provider default on this, MEDIA Central shall, in addition to any further statutory claims regarding damages, have the right to entirely and permanently suspend the agreed remuneration vis-à-vis the Service Provider; any payment obligation on the part of MEDIA Central vis-à-vis the Service Provider with regard to such commissions in which the Service Provider is in default shall lapse in their entirety.
- 12) For as long as the Service Provider a) waits for the cooperation of or information from MEDIA Central or the Client, or b) insofar as its services are impaired by strikes or lock-outs in third-party operations or in the operation of the Service Provider (in the latter case only, however, if the labour dispute is legal); or c) insofar as its services are impaired by unforeseeable weather conditions (in particular snow, ice, storm, etc.), or d) insofar as its services are impaired by government interventions, legal prohibitions or other circumstances not attributable to them ("force majeure"), the delivery and service periods will be deemed to be prolonged by an adequate start-up period after the end of such impairment ("downtime"), and no violation of the duties will be deemed to apply during such downtime. The Service Provider shall immediately notify MEDIA Central of such hindrances and their probable duration. If the force majeure lasts continuously for longer than one (1) month, both Parties hereof will be released of their service obligations.
- 13) The fulfilment of the Service Provider's obligations is subject to the proviso that the Service Provider neither violates any provisions under the national and international export and foreign trade laws nor any sanctions or embargoes or other legal provisions under competition and advertising laws or other applicable legal provisions.

- 14) Should the respective Order Confirmation not contain a term and/or notice period with regard to the respective commission, each of the contracting parties shall have the right to terminate the respective commission in writing by giving a notice period of three (3) calendar months to the end of the month.

### **Section 6. Contracting Parties' Duties to Cooperate and Inform**

- 1) MEDIA Central shall, free of charge, provide the Service Provider with the necessary prerequisites and parameters, which can only be provided or fulfilled by MEDIA Central or the Client, and which are required to contractually fulfil the agreed deliveries and services in good time before the agreed start point of the service provision; this specifically applies to approvals regarding distribution areas and print runs.
- 2) Any details and required information within the meaning of the aforementioned paragraph 1 (deadlines, technical specifications, places of delivery/performance, etc.) are set out within the scope of the Order Confirmation.
- 3) Furthermore, the Client will inform the Service Provider of a dedicated contact, complete with their contact data, who is authorised i) to receive and make statements of intent that are relevant for the contract, and ii) to take decisions for the daily operational business. The Service Provider will immediately inform MEDIA Central, at least in text form, if the contact or their contact data change.

### **Section 7. Warranty and Limitation**

- 1) The basis of the deliveries and services are the service specifications and the scope of services agreed in writing as set out in the relevant Order Confirmation and any associated list of services. MEDIA Central shall inspect the deliveries and services within the scope of the regular random checks that it carries out and shall immediately report any open issues or defects to the Service Provider once they have been discovered. Any defects shall be documented in an understandable manner and shall be notified to the Service Provider, so as to enable the Service Provider to eliminate the defect promptly after having gained knowledge of the defect and of all information that is necessary and appropriate to such.
- 2) MEDIA Central shall be entitled, at its discretion, to require the Service Provider to remedy any material defects by subsequent performance, new delivery of the deliveries and services or by indicating or providing a reasonable workaround that is suitable to avoid the effects of such defect.
- 3) If subsequent performance fails within a reasonable period or if such is impossible, MEDIA Central shall be entitled to withdraw from the contract or to reduce the price or remuneration if MEDIA Central had previously granted the Service Provider an adequate period of time in writing to remedy the defect and if this period of time has expired without success or if such subsequent performance is impossible; in the event that repeated requests for subsequent performance are made, MEDIA Central shall also be entitled to withdraw from the contract. The Service Provider shall be obliged to pay any damages or compensation relating to futile expenses due to a defect within the limits of the damages as set out in the contract.
- 4) The period of limitation for claims under this Section 7 shall be two (2) years from the conclusion of the contract.
- 5) All further details and necessary information relating to the complaints about defective distribution or non-distribution by the Service Provider or its commissioned vicarious agents will be described in the respective list of services, if there is one.

### **Section 8. Liability**

- 1) The Service Provider shall be liable according to the statutory provisions for damage caused by the Service Provider or any vicarious agent of the Service Provider intentionally, through gross negligence or a negligent breach of essential contractual obligations. Essential contractual obligations are those whereby the fulfilment of which is fundamental for the proper performance of the contract and on whose observance MEDIA Central may regularly rely (so-called "cardinal duties").
- 2) The liability for indispensable legal regulations to the contrary as well as for cases of injury of life, body or health or for claims under the product liability act as well as the liability arising from guarantees shall remain unaffected by the limitations of liability set out below.
- 3) In case of a negligent violation of essential contractual duties, the Service Provider shall be liable for the material and pecuniary damage resulting from such, which could reasonably have been expected to occur when the contract was concluded. The measure for such will be the total amount of the remunerations for the Service Provider as agreed under the contract, insofar as such can be determined or, if they cannot be determined (e.g. due to an indefinite term), the total remuneration paid to the Service Provider within the twelve (12) months prior to the event of damage, calculated

on the basis of the average remuneration paid per month. MEDIA Central shall be free to prove that the Service Provider should have expected a higher level of damage.

### **Section 9. Confidentiality and Data Protection**

- 1) The Parties hereof undertake to keep in secret and not disclose to any third parties, any and all information of a technical, financial or other business or confidential nature, which they received, directly or indirectly, in connection with the relevant contract and in the context of its performance; any Affiliated Companies of the Parties hereof shall not be deemed to be third parties. Furthermore, the Parties hereof are prohibited from using the information obtained for any other purposes than those that are explicitly mentioned in the contract or are required to perform the contract.
- 2) These duties of confidentiality shall not apply to any information which is obviously/generally in the public domain, or which the Party has known already or which the Party received in a legally permitted manner from any third party, or which it developed without any violation of the confidentiality obligations. The Party invoking that, shall bear the burden of proof.
- 3) Notwithstanding any of the above confidentiality obligations, the Service Provider is expressly permitted to share any information, key figures and other relevant data that the Service Provider receives and is required to receive from MEDIA Central and/or the Client for the provision of the contractual deliveries and services with other vicarious agents for the aforementioned purpose only when it is the case that the Service Provider has notified MEDIA Central of this in writing in advance. In this respect, the Service Provider shall, as a matter of course, impose any appropriate confidentiality obligations on such vicarious agents, ensuring that they shall be no less stringent than those that have been agreed between the Service Provider and MEDIA Central.
- 4) These obligations of full secrecy and confidentiality shall survive the termination of the relevant contract.
- 5) Furthermore, the Service Provider shall ensure that all employees of the Service Provider were committed, in writing, to comply with the data protection requirements set forth in the General Data Protection Regulation (GDPR) and to maintain special confidentiality pursuant to the applicable data protection acts, telecommunication acts and other acts.
- 6) The Parties hereof agree that personal data may be stored and processed in the context of their business relationships according to the provisions under data protection laws (in particular according to the BDSG (neu) [new German Data Protection Act] and the EU GDPR), insofar as it is necessary to perform the relevant contract. Moreover, the Contracting Parties ensure that their employees are informed and obliged to observe the requirements under the EU GDPR and the obligations under other, in particular, local and applicable laws.
- 7) Should the deliveries and services to be performed by the Service Provider require the conclusion of any agreements necessary under data protection acts (e.g. agreement on processing), or more or other measures which can only be performed with the Service Provider, the Service Provider shall be obliged to perform these above-mentioned activities jointly with MEDIA Central. Any personal data made available to the Service Provider by MEDIA Central shall be processed exclusively within the framework of the respective contract on behalf of MEDIA Central and in accordance with MEDIA Central's instructions.

### **Section 10. Services under Contracts for Work and Service Contracts**

- 1) In the event that services are carried out under a contract for work and services, the Service Provider shall be specifically responsible for the performance of the service and the results that are achieved, e.g., on-time delivery of the products and in accordance with the contract (hereinafter individually referred to as the performance of services under a "contract for work and services"). Services performed under the Service Agreement are only those that serve to support MEDIA Central (hereinafter individually referred to as "Services performed under the Service Agreement").
- 2) The Service Provider shall make a request in writing for acceptance of services under a "contract for work and services". The acceptance date shall be agreed between the Client and the Contractor and set to take place within a reasonable time after receipt of the written request. In the event of any defects, MEDIA Central shall be entitled to refuse acceptance.
- 3) Any material costs that are incurred during acceptance shall be borne by the Service Provider. Any acceptance costs that are incurred by the contracting parties within the context of personnel deployment shall be borne by the contracting parties themselves.
- 4) Acceptance, both of the overall performance and of partial performances, shall only be deemed to have been granted upon written confirmation to be provided by MEDIA Central. MEDIA Central shall confirm acceptance using an acceptance protocol signed by MEDIA Central. Any legal consequences, such as transfer of risk or the start of a limitation period regarding liability for

material defects and liability for defects in title, shall not be affected by partial acceptance.

- 5) As part of the provision of the deliveries and services (hereinafter referred to as “provision of services”), the Service Provider shall be dependent upon MEDIA Central fulfilling any necessary duties to cooperate as set out in Section 6 of these Terms and Conditions.

### **Section 11. Changes to the Scope of Services**

- 1) Either Contractual Party hereof may request the other Contractual Party, in writing, to make changes to the agreed scope of services, both prior to and after the start of the service performance. In case of changes prior to the start of the performance of the services by the Service Provider, changes of the scope of service may only be notified effectively in due time (max. two (2) weeks) prior to the start of the planned service performance. After receipt of any change request, the Service Provider will verify or have verified as to whether and under what conditions the change(s) can be made and will immediately notify MEDIA Central, in writing, of their consent or rejection after the verification, no later than three (3) days after receipt of the change request, and if applicable shall provide reasons.
- 2) If any request for changes on the part of MEDIA Central requires a comprehensive verification, the Service Provider shall inform MEDIA Central of this prior to the start of such verification. If MEDIA Central agrees with the verification carried out by the Service Provider, the Service Provider will issue an invoice to MEDIA Central for the expenses necessary for the verification, after prior written consent to be provided by MEDIA Central; alternatively, the Contracting Parties hereof may agree to set off the necessary expenses with the remuneration agreed in the change request or to integrate it therein.
- 3) Changes of the agreed scope of services will only take effect after the conclusion of the relevant change agreement, according to the principles laid down in these contractual conditions. Until such time, the Service Provider shall be authorised and obliged to continue the deliveries and services based on the existing contract.
- 4) If any change of the scope of services was not notified in due time and can thus no longer be taken into account by the Service Provider or can only be implemented with high costs, the Service Provider will, at the discretion of MEDIA Central or the Client, perform the contractually agreed deliveries and services on the basis of the existing contract or cancel them at the expense of MEDIA Central.
- 5) Changes to the scope of services that relate to the scope of the distribution, and which will not exceed a reduction or increase of the agreed distribution scope by an average of 10% for the relevant calendar year, shall be excluded from the above regulations of this Section 11. The provisions of this Section 11(1) to (4) shall apply to any and all changes of the scope of services and all those going beyond the scope.

### **Section 12. Property Rights, Copyrights and Rights of Use**

- 1) Insofar as the work results are protected under copyrights, the Service Provider shall grant MEDIA Central an unlimited, irrevocable, non-exclusive and non-transferable (except to Affiliated Companies whereupon in this instance the transfer is expressly permitted) right of use to the contractual services that is not restricted as to space and whose contents is restricted to the exclusive use of the work results to the extent permitted under the contract, unless otherwise provided for in the relevant contract; the right of use is granted under the condition precedent of a complete payment of any and all claims for remuneration to which the Service Provider is entitled under the relevant contractual relationship. The Service Provider will remain the owner of any and all property rights, copyrights and other rights of use, unless otherwise provided for herein.
- 2) MEDIA Central reserves any and all rights to the know-how of MEDIA Central, i.e., in particular to MEDIA Central's knowledge of business, operational and communication processes, to concepts, plans, ideas, methods, models, formulas, findings and formats, as well as to software and other tools which MEDIA Central developed during the performance of the contractual services or otherwise will develop and provide to the Service Provider temporarily during the term of contract.

### **Section 13. Third-party Property Rights**

- 1) The Service Provider shall provide assurances that the deliveries and services do not infringe any commercial or other licence, property or copyright rights of third parties.
- 2) Insofar as any claims are made against MEDIA Central or its Client by third parties derived from the deliveries and services due to an infringement of such rights, the Service Provider is obligated to indemnify MEDIA Central and/or the Client against such claims. This obligation regarding indemnification relates to all expenses, costs and measures that have been incurred by MEDIA Central in relation to the claim.

- 3) Specifically, the Service Provider shall, on behalf of MEDIA Central or the Client, be obliged to obtain contractual use of any supplies and services as well as corresponding authorisation in respect of this from the relevant third party and shall do this at the expense of the Service Provider. This obligation to indemnify shall not apply if the Service Provider is not responsible for infringing third party property rights.

#### **Section 14. Insurance and Safeguarding Interests**

- 1) The Service Provider shall undertake to safeguard the interests of MEDIA Central and those of the Clients and shall refrain from any actions that may cause damage to the reputation of MEDIA Central and of the Clients, its employees and/or its bodies. Specifically, it undertakes that no printed matter or other materials that contain content that is recognisably political, religious, pornographic, racist and/or glorifies violence, or is otherwise inhuman or disparages personality or characteristics, will be inserted, transported and/or distributed in the Client's materials. In the event that there are any discrepancies and/or ambiguities in relation to the inadmissibility of materials, the Service Provider shall immediately contact MEDIA Central so that a further course of action can be agreed upon. Of course, the above obligation is not intended to restrict any freedom of the press of the possible Service Provider.
- 2) The Service Provider shall always and at all times observe and fully comply with any advertising bans and any notices that are to be understood and could be understood, as well as any and all other applicable mandatory laws and regulations. In particular, this includes any statutory provisions regarding minimum wage, protective provisions relating to labour, social and youth protection, or competition law regulations. Should vicarious agents or subcontractors carry out the contractually agreed deliveries and services on behalf of the Service Provider, the Service Provider shall also oblige such vicarious agents to comply with the aforementioned obligations. Any proven violations of such prohibitions, which entail legal and financial consequences, shall constitute a breach of essential contractual obligations. The Service Provider shall fully indemnify MEDIA Central and/or the Client against any claims arising from a breach or non-observance of the aforementioned prohibitions and the legal framework conditions. This obligation regarding indemnification relates to all expenses, costs and measures that have been incurred by MEDIA Central and/or the Client in relation to the claim.
- 3) The Service Provider shall commit to take out liability insurance for the duration of the respective contractual relationship, including the following amounts of cover per loss event and shall provide MEDIA Central with proof that they have done this without being requested to do so: Personal injury / damage to property and financial loss (per insured event) at least €500,000 each.

#### **Section 15. Final Provisions**

- 1) Amendments and supplements of these contractual conditions and/or of the relevant contract shall be made in writing to be effective (including fax and email) and must explicitly be identified as such. That shall apply, likewise, to any amendment of this clause. No additional oral agreements were made.
- 2) If any provision of these contractual conditions is or becomes ineffective, contains an inadmissible period or a loophole, the other provisions shall remain in full force and effect. In this case, the Parties hereof will agree on an effective provision that comes as close as possible to the economic and legal intent of the Parties hereof in order to replace the ineffective provision.
- 3) Should there be a change in control or a change in ownership or the structure of the shareholding of the Service Provider, which either alters the majority shareholding in the company (>50%) or any veto or other rights pertaining to business decisions that arise or are changed or are material for MEDIA Central (e.g. participation of a competitor), the Service Provider shall immediately notify MEDIA Central of this in writing after such a change takes effect. In this respect, MEDIA Central shall be entitled to terminate the respective contractual relationship in writing by providing two (2) weeks' notice.
- 4) These contractual conditions and the entire legal relationship between the Parties hereof shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the international private law as well as their choice of law and conflict of law provisions.
- 5) The exclusive place of jurisdiction for all disputes arising out of or in connection with these contractual conditions shall be at the registered office of the defendant Contractual Party.
- 6) The Service Provider may not transfer or assign the relevant contract to any third parties, unless MEDIA Central has given its prior written consent (which must not be withheld without good reason), unless the transferee or assignee is a legal successor of the transferring or assigning Contractual Party due to the merger, transfer, amalgamation, acquisition, legal restructuring, sale of assets or purchase of essentially all assets to which the subject matter of these contractual conditions relates.