

GENERAL TERMS AND CONDITIONS

Distribution of advertising papers and direct distribution

I. Execution of the distribution order

1. The printed materials shall be distributed to households by placing them in household letter boxes, pushing them through house doors and placing them in other postal racks. Printed materials shall not be distributed to houses where the letter boxes or storage places are not accessible. Inaccessible houses are those houses which are locked or where the door is not opened even after ringing the bell.
2. Unless otherwise agreed, in particular if no delivery to business premises is agreed, the printed materials shall not be distributed to businesses, offices, barracks, hospitals, nursing, retirement and residential homes, government agencies, department stores, holiday resorts, allotment garden areas, houses on company grounds or factory premises, or houses which are located outside a continuous residential area. Also excluded are household letter boxes bearing a sign banning advertising or for which a delivery ban exists for some other reason, or letter boxes of houses which are subject to a ban on entering the house.
3. BLM shall guarantee delivery to the accessible households in the agreed area with a tolerance of 10%, with the basis of this assessment being the properties which can be delivered to in accordance with Subsections 1 and 2.
4. The distribution shall take place on the agreed date; BLM is not obliged to distribute the printed materials at a specific time of day. BLM is free to deliver other clients' printed materials at the same time, unless otherwise agreed.
5. BLM may use third-party agencies to execute the distribution order.
6. BLM may refuse to carry out the order, if there is a reasonable suspicion that the distribution of the printed materials constitutes a criminal offence, violates the rights of third parties or is otherwise unlawful.

II. Delivery of the printed materials

7. If the client does not supply the printed materials at the agreed time, BLM may require reimbursement of the resulting costs of extended storage and any further damages or expenses.
8. BLM is not obliged to examine the printed materials for defects in quality or quantity, regardless of whether the defects exist in the quality or the contents. BLM shall inform the client of any defects which it notices. It is clarified that the client shall not be entitled to any reduction in fee, in the event of any defects in the printed materials.
9. In as much as more copies of the printed materials are delivered than agreed or in as much as there are copies of the agreed amount left over, for example due to obstacles to delivery in accordance with Subsection I (1), (2), BLM shall keep these copies for 1 week. At the end of the week, BLM may dispose of the printed materials at its discretion, unless otherwise agreed.

10. If the format or weight of the printed materials exceeds the agreed dimensions, the agreed remuneration shall increase in the same ratio as the format or weight of the printed materials exceeds the agreed dimensions. If both the format and weight exceed the agreed amount, the level of the additional fee shall depend on the additional weight.
11. If a distribution order is not executed due to non-delivery of the printed materials or for any other reason for which the client is responsible, BLM shall be entitled to compensation amounting to 30% of the order value. BLM may also claim damages in excess of the compensation.

III. Remuneration

12. BLM's invoices shall be payable net immediately. In the case of distribution orders relating to several deliveries, BLM shall issue invoices weekly.
13. The client is only entitled to offset invoices against claims which have been recognised by declaratory judgement or which are undisputed.
14. The client may only exercise a right of retention, if its counterclaims are due to the same contract or its claims have not been disputed or have been recognised by declaratory judgement.

IV. Warranty and liability

15. The prerequisite for liability for defects is a more than insignificant defect.
16. The client does not have any right to terminate the contract in the event of only a minor lack of conformity with the contract, or if BLM is not responsible for the breach of duty inherent in a defect.
17. The client shall be liable with respect to BLM for the nature and content of the printed materials. It shall release BLM and its institutions from any claims asserted by third parties due to the nature or content of the printed materials.
18. BLM shall only be liable for intent or gross negligence; this restriction does not apply to injury to life, limb or health. BLM shall only be liable for simple vicarious agents for simple negligence, whereby this restriction shall not apply to injury of life, limb or health.
19. BLM shall not accept any liability whatsoever for any success which is expected of the advertising campaign, but which does not occur.

v. Complaints due to incorrect deliveries

20. If the client receives complaints due to alleged violations of delivery bans, it shall inform BLM immediately thereof and provide the latter with the correspondence relating to the complaint. The client shall agree on the response to such complaints with BLM.