6.4 If the publication of the advertisement fails to reflect the contractually owed quality or service, the Customer shall have a claim in damage for the reduction in the contract price or to a faultless replacement of the advertisement. In such case, the Customer may make a request for the reduction of the contract price or for the replacement of the advertisement. If the advertisement is not replaced, the Customer may rescind the agreement. In the case of a non-trader warranty claims for obvious defects must be asserted within a period of two weeks after discovery of the defect, otherwise the warranty claims shall lapse. The Customer shall inform BCN about the commencement of the legal statutory period of limitation.  

7. If at the time of the publication of the advertisement or the advertisement is not free of any defects, and the Customer is a non-trader warranty claims for obvious defects must be asserted within a period of two weeks after publication of the advertisement, otherwise the warranty claims shall lapse. The Customer shall inform BCN about the commencement of the legal statutory period of limitation.  

8.5 In the case of a breakdown of the BCN ad server over a considerable period of time (more than 10 percent of the period booked) for a booking due to run over a fixed period, BCN shall endeavour to eliminate minor defects within a reasonable period of time. In case BCN fails to meet any reasonable grace period set by the Customer or if the replacement has been delivered in a modified form, or if the replacement cannot be delivered or otherwise guaranteed, the Customer shall have a claim to reduction of the contract price or to a faultless replacement of the advertisement. In such case, the Customer may rescind the agreement, unless otherwise agreed in writing. Unless otherwise agreed in writing, BCN is allowed to use the images or advertisement for own promotional purposes. The foregoing shall apply in particular in cases involving investigation or knowledge of the Customer’s company, products, services or advertising. If the Customer demonstrates that the advertisements or advertisements contingent on advance payment of the amount by the ad submission date and on payment of the amount due if the advertisement has not been delivered in a timely manner, BCN may rescind the agreement; if the advertisement has been delivered in a modified form, the Customer may rescind the agreement, unless otherwise agreed in writing. If the advertisement has been delivered in a modified form, the Customer may rescind the agreement, unless otherwise agreed in writing.  

10. Default in payment  

10.1 Unless otherwise agreed in writing, the Customer shall pay within the period indicated on the relevant invoices. Any discounts for advance payment or early payment shall be granted in accordance with the rate card. In the case of orders placed by companies, provided BCN gave them notice thereof at least one month prior to the publication date, the respective charge shall apply. All taxes, fees, surcharges or other charges shall be subject to VAT. Any discount for advance payment shall also be granted in accordance with the rate card.  

10.2 In the event of default in payment or in default of payment in respect of a part of the amount due on the relevant invoice, BCN may demand payment in full immediately. In such case, interest shall be charged at the statutory rate of interest. The Customer shall be liable for all costs of collection deemed necessary, including the costs of a lawyer or notary public.  

11. Specimen copy of advertisements in magazines  

11.1 If a specimen copy of the advertisement is not published as agreed, the Customer shall have a claim to reduction of the contract price or to a faultless replacement of the advertisement. In such case, the Customer may rescind the agreement. In the case of a non-trader warranty claims for obvious defects must be asserted within a period of two weeks after the specimen copy has been published, otherwise warranty claims shall lapse. The Customer shall inform BCN about the commencement of the legal statutory period of limitation.  

12.1 The Customer may by individual agreement authorize BCN as its agent to open incoming mail addressed to BCN for the Customer. BCN shall be entitled to destroy incoming mail that has not been collected within 30 days after the date of receipt.  

12.2 In the event of default in payment or in default of payment in respect of a part of the amount due on the relevant invoice, BCN may demand payment in full immediately. In such case, interest shall be charged at the statutory rate of interest. The Customer shall be liable for all costs of collection deemed necessary, including the costs of a lawyer or notary public.  

13.2 If the Customer does not agree with a published advertisement, the relevant advertising materials shall be returned to the Customer in good condition. The Customer shall be liable for all costs of collection deemed necessary, including the costs of a lawyer or notary public.  

13.3 The Customer shall transfer to BCN all and any copyright, licenses, secrets, know-how and other rights which are connected to the advertisements or advertisement which is to be published on his or her behalf, be it alone or in cooperation with third parties, prior to the publication date.  

14.1 The Customer may delegate any of its rights or obligations under these General Terms and Conditions to a third party, provided that such delegation is authorized by BCN in writing. In such case, the Customer shall be liable for any and all obligations and all claims arising from these General Terms and Conditions.  

14.2 All disputes arising out of or in connection with these General Terms and Conditions shall be finally resolved by arbitration pursuant to the German Arbitration Rules (German ArbSchG) at the arbitration court for Munich. The arbitration court shall adopt the award within six weeks from the date of presentation of the written offers. The arbitration court shall award the arbitration fees and any other costs of the arbitration to the losing party or to the party whose case has been decided on more favorably. The decision of the arbitration court shall be final and binding.  

14.3 These General Terms and Conditions shall be governed by and interpreted in accordance with the laws of Germany. The place of jurisdiction shall be Berlin on behalf of BCN and the Publisher.  

15. The Customer is responsible for any rights or claims of third parties. BCN is not authorized to use any advertisement or any advertisement which is to be published on his or her behalf, be it alone or in cooperation with third parties, for any purpose if the Customer does not confirm that he or she has all the rights and all the necessary permissions to use the advertisement or advertisement which is to be published on his or her behalf, be it alone or in cooperation with third parties, for any purpose. BCN is not authorized to use any advertisement or any advertisement which is to be published on his or her behalf, be it alone or in cooperation with third parties, in a modified form. BCN is not authorized to use any advertisement or any advertisement which is to be published on his or her behalf, be it alone or in cooperation with third parties, in any other form than the one agreed upon. The Customer hereby guarantees that all advertisement or advertisement which is to be published on his or her behalf, be it alone or in cooperation with third parties, shall be used in a manner that complies with all applicable laws and regulations. 

16. Any disputes arising out of or in connection with these General Terms and Conditions shall be finally resolved by arbitration pursuant to the German Arbitration Rules (German ArbSchG) at the arbitration court for Munich. The arbitration court shall adopt the award within six weeks from the date of presentation of the written offers. The arbitration court shall award the arbitration fees and any other costs of the arbitration to the losing party or to the party whose case has been decided on more favorably. The decision of the arbitration court shall be final and binding.