

GENERAL CONDITIONS OF SALE

Products and services are sold subject to the Terms and Conditions which follow. The client agrees to abide by these terms and conditions.

POSITIONING AND PRICING

The positioning, description and pricing of AngloINFO Berlin's core products are as described at <http://berlin.angloinfo.com/sales/>. All prices are quoted per calendar month (unless otherwise specified) and exclude VAT.

TERM

All AngloINFO advertising contracts are fixed term contracts and may not be cancelled within the specified term. A twelve-month contract has an initial term of twelve months and thereafter is subject to renewal without notice. Twelve-month contracts and renewals thereof remain in force until cancelled by the client as outlined below. A twelve-month contract may be cancelled at the end of the term upon the client giving one calendar month's notice in writing by registered letter to the office of AngloINFO Berlin as shown on the Order Form. For all products the term will commence on the date agreed.

PAYMENT

Payment for all advertising products is due in full in advance. Advertising products will not be set live until payment is received.

TECHNICAL DATA

AngloINFO will provide the client with full technical specifications for the promotional material contracted with the client. All material submitted to AngloINFO by the client must comply with these technical specifications. AngloINFO has the right to amend any material submitted by the client as necessary in order to ensure that it meets the required technical specifications.

OTHER CONDITIONS

Right of Refusal or Withdrawal of Advertising

AngloINFO reserves the right to refuse to accept or to withdraw, without having to specify any reason, any message, advertisement or part thereof having in its text or presentation anything that AngloINFO considers to be contrary to AngloINFO's legal or commercial interests without any obligation to the client.

Limitation of liability

To the fullest extent permitted by law neither AngloINFO nor any of its directors employees or agents will be liable for damages arising out of or in connection with the material carried on the AngloINFO site(s) for clients. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims.

Modification by AngloINFO

AngloINFO as the publisher reserves the right to add to, amend or otherwise modify any aspect of the AngloINFO website, at any time.

Intellectual Property

Any advertising design work carried out by AngloINFO may only be used on the AngloINFO site(s) and remains at all times the intellectual property of AngloINFO, and the invoicing and payment for the carrying of such work should not be construed as the transfer of any copyright or intellectual property rights to such work.

Acts of God or Force Majeure

AngloINFO shall not be liable for any failure to execute customer orders resulting from Acts of God or by any cause outside the control of AngloINFO (whether or not involving third parties). AngloINFO shall give credit in the form of extended advertising periods equal to the period in which the client's advertising was not carried in the case of advertising which has been paid for but not provided as a result of such Acts of God or Force Majeure.

JURISDICTION

Any disputes relating to the creation, the execution and the suspension of the contractual obligations between the parties that cannot reach an amicable settlement will be subject to the jurisdiction of the Commercial Court of England.