

General Terms and Conditions of Agreement

The order for advertisement in magazines published by GRABOWSKI Publishing Co. Ltd. (hereinafter Publisher) is at the same time an approval of the Conditions of Agreement of the Publisher and the contract for the publication. Conditions of Agreement of the Publisher shall remain valid until written notification to the contrary effect is sent to partners.

I. Order

1. Publisher shall only accept any change in advertisement order or order only in written form.
2. The advertisement Agreement shall be deemed concluded if Publisher does not reject the order within 5 working days from the date of the order or if Publisher confirms the order. Publisher shall provide a written confirmation only upon the written request of Customer.
3. Publisher reserves the right to reject orders without having to explain the reasons even if the order submitted was a long term or recurrent order and Publisher has already fulfilled the order in part.
4. The prices and the preferential advertisement fees determined by the media offer are decisive in case of the advertisement agreement. In the agreement the Publisher can guarantee only those discounts that were indicated by Customer qualifying for the discounts. The incorrect indication or the omission of indicating the discounts shall result in non-granting of the discount.
5. Additional costs not rated in the order but are unconditionally required for the publication of the advertisement shall be transferred from Publisher to Customer on the basis of prevalent valid media information and these will be invoiced in the bill.
6. Specimen should be attached in case supplements, clips and add-ins. Such order is deemed accepted only if a written confirmation is sent by Publisher.

II. Arrangement of advertisement and contracts

1. Publisher is in no way responsible for the content of advertisements provided on the basis of accepted orders and any damages resulting from related legal dispute shall be transferred to Customer.
2. If the advertisement is sent by Customer in print-ready form, Publisher shall not be responsible for any printing defect in the advertisement.
3. If Customer does not provide a proof, Publisher does not take responsibility for colour identity.
4. Any printing defects for which Publisher is blameable but which do not essentially affect the content of the advertisement shall not justify any damage compensation claim against Publisher.
5. Corrected extract and colour prints shall only be made upon written request by Customer. The incurred expenses shall be born in all cases by Customer. If the test prints are not accepted on deadline, Publisher shall deem the permission required for the printing as granted. No response in all cases means that the printing permission is granted.
6. The Publisher shall handle the advertisement with utmost care, takes the wishes of Customer into consideration to the extent possible; however, Publisher has no obligation whatsoever in this regard.
7. The advertisement material given to Publisher shall not be kept or sent back unless Customer sends a written request regarding this.
8. Publisher guarantees the usual expected quality in the printing of the advertisement. If the advertisement printed on the basis of the contract is printed incorrectly or incompletely, Customer may lay claim to payment discount or repeated publication of the advertisement, but only to the extent to which the goal of the advertisement has been affected.

III. Cancellation of order or advertisement

1. The withdrawal of order for advertisement space, supplement, clip or add-ins stated in the order is not possible after the deadline for the submission of orders. This deadline is contained in the prevalent media offer. In such a case Customer shall pay the full amount stated in the contract.
2. If Customer does not give the stipulated print material or supplements, clips or add-ins agreed upon to the Publisher by the deadlines stated in the media offer and this leads to the failure of the contract, Publisher reserves the right to invoice and collect the full charges.
3. By the mutual consent of the parties the advertisement agreement can be cancelled in writing. The method of settling of accounts is subject to an agreement between the parties.
4. The advertisement agreement can be terminated with a three month period of notice. Valid orders shall be fulfilled during the period of notice and until the expiration of the period of notice. In case of a regular termination by the Customer the Publisher may withdraw the discounts defined under paragraph I.4 retrospectively to the date of publishing of the first advertisement.

5. In case of a serious breach of the agreement by any of the parties the other party may terminate the agreement with immediate effect if the other party was asked to stop the agreement breaking conduct and to remedy its consequences within a realistic time limit, but to no effect.

IV. Payment of published advertisement

1. Publisher shall issue an invoice for the published advertisement and send it to Customer. Customer agrees to settle the issued invoice before the stated payment deadline.

2. If the customer asks for indicating an identification number (PO number, DO number or any other kind of identification number, hereinafter referred to as: identification number) on the invoice due to bookkeeping reasons or some kind of internal process or procedure that they use, the customer is obliged to send this number to the publisher, no later than 8 days after the publication of the advertisement, to the following e-mail address: gazso.emese@trademagazin.hu or mizsei.peter@trademagazin.hu.

If the customer fails to send the identification number to the publisher within 8 days after the publication of the advertisement, the publisher is entitled to make the invoice without indicating the identification number, and the customer cannot refuse settling the invoice with reference to the lack of the identification number on the invoice.

3. Complaints regarding the published advertisement or the invoice are possible within 8 days following the issuing of the invoice.

4. In case of late payment Publisher shall charge a late payment interest, the equivalent of twice the central bank's interest rate. In case of Customer's non-payment of the advertising fees Publisher may terminate the agreement by a unilateral announcement with immediate effect from the day of the expiration of the prolonged deadline. In this case Customer shall pay for the services having rendered until that date, i.e., shall pay to the Publisher the fees payable for the published advertisements, moreover Customer shall also pay back the received discounts defined under paragraph I.4, together with the late payment interests retrospectively to the date of publishing of the first advertisement.

5. Customer is only entitled to bill expenses to Publisher, withhold payment or reduced the payable amount if Publisher has issued written confirmation concerning this or such claim has become unappealable.

6. The appropriate provisions of the Civil Code are applicable to issues not regulated in this contract. Publisher and Customer shall first of all try to settle legal disputes between them through negotiations. If this fails to occur or it is unsuccessful, the publisher – depending on jurisdiction – exclusively names the Buda Central District Court and the Székesfehérvár High Court as the places where legal disputes should be settled.

In effect as of 01 January 2022

Zsuzsanna Hermann Managing Director,
Grabowski Kiadó Kft.