

GENERAL TERMS OF BUSINESS AND PAYMENT:

1. These Business Terms apply exclusively to all orders placed with TVV Tele Verzeichnis Verlag GmbH (hereinafter: publishing house). Deviating agreements require the explicit written confirmation of the publishing house. The contractual agreement is already concluded with the sending of the signed order form (application for entry) to the publishing house (which can also be sent by fax) provided that it is not revoked in writing by registered letter within two weeks after the order has been placed (the date of the postal stamp counts).
2. The publishing house reserves the right to accept or refuse advertisements requested by the customer and to decide on the position as well as on the attribution to a line of business. The customer is exclusively responsible for the timely delivery of accurate details and documents for the publication of the advertisement. If details are not sent within four weeks after the order has been placed, the advertisement will be designed by the publishing house according to the available documents. The advertisement will continue to be published in the same form unless otherwise reported to the publishing house. The customer is responsible for a timely notification of changes. Correction proofs will only be sent upon request. If a press-proof of the advertisement is submitted to the customer, however not returned by the customer within the deadline, it shall be considered confirmed.
3. In case of an incorrect or incomplete publication of the data, partial or full non-inclusion of the advertisement for which an order was placed or with false classification caused by the publishing house, the customer is entitled to request a change within two weeks without further costs (subsequent improvement) and a reasonable reduction of price. Liability of the publishing house beyond this, in particular for claims and/or for damages, is excluded provided there is no wilful intent or gross negligence.
4. Stated prices apply respectively to one advertisement unless not explicitly otherwise stated. The prices are to be paid annually with perennial contracts. The advertisement price is due and payable within 15 days after the invoice date. Should the consumer price index for Germany, as officially determined by the Federal Statistical Office (VPI 2005=100), increase or be reduced in the future, as of the due date of the invoice, by more than 5% compared with the status upon conclusion of the order, then the price shall be changed at the same percentage ratio. If the price was adjusted owing to the aforementioned clause, the clause will be applicable once again provided the index has changed by more than 5% upwards or downwards compared with the last adjustment. We hereby agree to the cost of the advertisement, 9372 ZAR p.a., and agree that the publishing house reserves the right to select the currency of the invoice.
5. The publishing house reserves the right to publish information on other domains, data carriers or using other media according to the technological development. The right of the publisher to assign this order with all its rights and claims to third parties at any time is recognised herewith.
6. For ethical reasons it is pointed out that doctors and dentists are equally entitled to a free basic entry (not highlighted) in the register.
7. The publishing house points out that, as a precautionary measure, all data is stored electronically for the purpose of creating the register according to § 33 of the Federal Data Protection Act Germany.
8. Verbal agreements with employees or authorised agents of the publishing house require a written confirmation of the publishing house in order to be valid. Should individual clauses of this contract be or become legally invalid in full or in part, this shall have no effect on the validity of the remaining contract.
9. German law is applicable. The exclusive place of jurisdiction and place of performance is the registered seat of the publishing house. The publishing house reserves the right to take legal action at the general place of jurisdiction of the customer.
10. The customer declares that he agrees that the entire correspondence, even if conducted by third parties on his behalf, will be answered in English, German or French.
11. The e-mail address will only be published upon the written request of the customer.