

General Terms and Conditions of the Rudolf Müller publishing group for Advertisements and other Means of Advertising in Online Media

1. Preliminary Remarks

The following General Terms and Conditions shall apply for agreements governing the insertion of advertising media and inscriptions in electronic information and communications services, particularly the internet (hereinafter referred to as “online media”) with the companies *Verlagsgesellschaft Rudolf Müller GmbH & Co. KG, Immobilien Manager Verlag IMV GmbH & Co. KG, Charles Coleman Verlag GmbH & Co. KG, Bruderverlag Albert Bruder GmbH & Co. KG, Feuertrutz GmbH* publishing house for firefighting publications, and *Verlag Siegfried Rohn GmbH & Co. KG* (hereinafter referred to as the “Publisher”) of the Rudolf Müller publishing group.

For an advertisement/entry order, the present General Terms and Conditions shall have exclusive applicability as well as the Publisher’s price list, which shall be an essential contract element. The validity of any general terms and conditions of the Principal or other advertiser shall be explicitly excluded, insofar as they do not conform to the present General Terms and Conditions.

For advertisement and inscription orders for online media, as well as newspapers or magazines, the General Terms and Conditions for the applicable media shall apply in which the advertisement or inscription order in question was contractually agreed.

2. Advertising/Entry Order

An “advertising order” within the meaning of the following General Terms and Conditions is an agreement governing the insertion of one or more advertising media in online media for the purpose of circulation. A “entry order” within the meaning of the following General Terms and Conditions is an agreement governing the insertion of one or more entry in online media for the purpose of circulation.

3. Advertising Media

Advertising media within the meaning of the present General Terms and Conditions can, for example, consist of one or more of the following elements:

- Graphic and/or text, a series of sounds and/or moving graphics (e.g. banner);
- Dynamic fields, which if clicked upon, redirect the user, by means of another online address as designated by the ordering customer, to other information within the latter’s control (e.g. a link).

Advertising media which, in light of their design, are not recognizable as such, shall be clearly designated as advertising.

4. Entries

An entry within the meaning of the present General Terms and Conditions can, for example, consist of one or more of the following elements:

- Inscription in a registry in the form of a data record;
- Detailed information about the ordering customer as an annex to the data record in question;
- Link to an electronic information and communication system of the ordering customer;
- Insertion of an email connection to the ordering customer.

5. Conclusion of the Agreement

Notwithstanding any individual arrangements to the contrary, the Agreement shall, as a rule, be concluded upon written or e-mail confirmation of the order.

Even in the event of oral or telephone confirmations, the Publisher's General Terms and Conditions shall apply. Insofar as advertising agencies place advertising orders, the agreement shall be concluded, in case of doubt, with the advertising agency, unless otherwise agreed in writing. The Publisher is entitled to demand production of proof that the advertising agency is acting under mandate.

6. Processing Deadline

In the context of a sales contract, where the ordering customer has been afforded the right to place certain advertising media on request, the order shall be fulfilled within one year of the conclusion of the contract.

7. Extension of Order

For sales contracts, the ordering customer is entitled, within the agreed time period or the time period set out in paragraph 6, to place further advertising media in excess of the amount stipulated in the order, subject to available capacities.

8. Rebates

Where an advertising order is not carried out for reasons beyond the control of the Publisher, the ordering customer shall be required, without prejudice to any other legal obligations, to refund the Publisher the difference between the rebate accorded and that obtained in accordance with the effective circulation. Except where agreed otherwise, the ordering customer shall have retroactive claim to the corresponding rebate accorded him in light of the effective circulation of his advertisement within one year, where, from the start of the time period, he concluded an agreement which, on the basis of the price list, entitled him to a rebate. The claim to a rebate shall expire if it is not asserted within three months following termination of said one year period.

9. Provision of Data

The ordering customer is required to provide advertising media/entries in an proper manner, particularly with regard to format or technical specifications, and to do so on time prior to the closing deadline. The Publisher can also be mandated to compose the information for the entry. Special conditions apply hereto.

The obligation of the Publisher to preserve advertising media/entries shall expire one month following the final circulation. Any costs incurred by the Publisher due to changes to the advertising media/entries which the ordering customer wishes, or is responsible for, shall be borne by the latter.

10. Numbered Advertising

In the event that numbered advertising can be inserted, any incoming correspondence will be preserved or saved for a period of four weeks. Mail not picked up or retrieved in this period shall be destroyed or deleted.

Letters which do not comply with the DIN A4 format (weight 500g), as well as goods, books, catalogues and parcels will not be forwarded and will be rejected.

11. Right of rejection

The Publisher reserves the right to reject or block advertising orders – including individual orders in the context of an account – as well as inscriptions, where:

- Their content is in violation of laws or public provisions;
- Their content has been challenged by the German Advertising Council in the context of an appeals procedure;
- Their publication represents an unreasonable burden for the Publisher due to their content, origin, or technical format.

In particular the Publisher shall be entitled to withdraw already published advertising media or an already published inscription where the ordering party himself makes retroactive changes to the content of the advertising media, or the information is retroactively changed to which a link directs traffic and this fulfills the conditions set out in paragraph 1.

12. Warranty

The ordering customer warrants that he possesses all the necessary rights in order to insert the advertising media/inscriptions. The ordering customer shall indemnify the Publisher against any third-party claims in connection with the advertisement/inscription order which may arise due to a violation of statutory provisions. Moreover, the Publisher shall be indemnified against the costs of mounting any necessary legal defence. The ordering customer is required to support the Publisher in good faith with information and documentation when mounting its defence against third parties.

The ordering customer hereby transfers to the Publisher any and all copyright-protected user and performance protection and any other rights, in particular the right to copy, distribute, transfer and send, retrieve from a database and download, and does so to a sufficient extent for the execution of the order both temporally and substantively. The aforementioned rights shall in all cases be transferred without geographical restrictions and authorize the Publisher to carry out insertions by means of all and any known technical procedures as well as all known forms of online media.

13. Warranties of the Publisher

Within the limits of the foreseeable requirements, the Publisher guarantees the best possible reproduction of the advertising media/inscription in accordance with the prevailing usual technical standards. The ordering customer is nevertheless aware, that with the current state of technology, it is not possible to produce a program which is completely free of defects. This warranty shall not extend to minor defects.

A minor defect in the appearance of the advertising media/inscription can in particular be caused by:

- Use of an unsuitable display software and/or hardware (e.g. browser);
- Disruption to the communication network of other operators;
- Computer breakdown due to a system failure;
- Incomplete and/or un-updated offers on so-called proxies;
- Failure of the ad server for a period not exceeding 24 hours (continuously or cumulatively) within 30 days following commencement of the contractually agreed insertion;

In the event of a failure of the ad server over a significant period of time (more than 10 percent of the contractually agreed insertion time) in the context of a time-limited, fixed order, the ordering customer's payment obligations shall be suspended for the length of time of the failure. Any further claims are excluded. In the event of insufficient display quality of the advertising media/inscription the ordering customer shall be able to claim a price reduction or a replacement insertion free of defects, however this only to the extent to which the purpose of the advertising medium was impaired. In the event of failure or unreasonableness of the replacement insertion the ordering customer shall have the right to a price reduction or nullification of the order.

Where any defects to the advertising media/inscriptions are not obvious, the ordering customer shall not have any claims in the event of insufficient publication. This shall also apply to defects

in recurring advertising insertions for which the ordering customer fails to report the defect prior to the next ad insertion.

14. Defaults

Where an order should fail to be carried out for reasons which are beyond the control of the Publisher (such as software problems or on other technical grounds), in particular due to computer failure, *force majeure*, industrial action, in application of statutory provisions, disruptions for which third parties are answerable (e.g. other providers), network operators or service providers, or for comparable reasons, performance of the order shall be attempted again where possible.

15. Liability

The Publisher shall be liable for any and all damages, whether due to breach of a contractual obligation or under tort subject to the following provisions:

In the event of gross negligence any liability shall be limited in commercial relations to compensation for any contractually typical and foreseeable damages. In the event of simple negligence the Publisher shall only be liable for a material breach of contract and only to the extent of any contractually typical and foreseeable damages.

This shall not apply to the right of the user to withdraw from the contract in the event of a breach which does not consist of defective performance and for which the Publisher is answerable. This is without prejudice to liability as a result of loss of life, bodily harm or personal injury, or liability on the basis of the Product Liability Act. Any complaints – even for defects which are not immediately apparent – must be notified within four weeks of receipt of the invoice and the print copy.

16. Price Lists

The price list published on the internet or in other media at the time the order was placed shall be applicable. Vis-à-vis companies, the right to make one change is reserved.

For orders which have been confirmed by the Publisher, any price changes will only be valid where they were notified by the Publisher at least one month prior to publication of the advertising media/inscriptions.

In the event of a price increase, the ordering customer shall have the right to withdraw from the contract. The right to withdraw must be exercised within fourteen days of receipt of notification concerning the price increase.

Rebates are determined in accordance with the currently applicable price list. Advertising agencies and other advertising intermediaries are required to observe the Publisher's price list when formulating their offers, contracts and invoices with the advertising entity.

17. Payment Delinquency.

In the event of payment delinquencies or extensions, interest and collection fees shall be levied. The Publisher shall be entitled to postpone execution of current orders in the event of payment delinquencies and to demand advance payment for any further insertions.

Where objectively justified grounds to doubt the solvability of an ordering customer should exist, the Publisher shall be entitled, even during the contract term, to make publication of further advertising media/inscriptions dependent on settlement of outstanding invoices, without regard to any originally agreed payment deadlines.

18. Termination

Termination of advertising/inscription orders must take place in writing or via email.

19. Data Protection.

The advertising/inscription order shall be processed in compliance with the applicable data protection legislation.

20. Place of Performance/Jurisdiction

Place of performance shall be the Publisher's domicile.

In business dealings with commercial operators, juridical persons under public law, or with special funds under public law, any civil action shall be decided by the courts at the Publisher's place of domicile. Insofar as claims of the Publisher cannot be settled under collection procedures, jurisdiction shall be determined, in dealings with non-commercial operators, by the latter's place of domicile. German law shall apply.

Where the ordering customer's place of domicile or habitual residence, including for non-business entities, is unknown at the time an action is initiated, or where the ordering customer has changed his place of domicile or habitual residence subsequent to conclusion of the agreement beyond the applicable scope of German law, the Publisher's place of domicile shall be deemed to have been agreed where the agreement was concluded in writing.