

General Terms and Conditions for Advertisements and other Means of Advertising in Newspapers and Magazines

Preliminary Remarks

The following General Terms and Conditions shall apply for agreements governing the insertion of advertisements and other promotional material in newspapers 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 fire-fighting publications, and RM Handelsmedien GmbH & Co. KG of the Rudolf Müller publishing group.

- 1.** An “insertion order” within the meaning of the following General Terms and Conditions shall be deemed to be the agreement between the Publisher and the Principal governing the publication of one or more advertisements and other promotional material of an advertising entity or other type of advertiser (hereinafter referred to collectively as the “advertising entity”) in printed matter for the purpose of circulation.
- 2.** A “sales contract” shall be deemed to be an agreement governing the insertion of several advertisements and other promotional material subject to the discount to be accorded to the advertising entity pursuant to the price list, whereby the publication in question shall take place at the request of the Principal. Discounts shall not be accorded for companies whose commercial purpose consists, inter alia, of placing insertion orders on behalf of different advertising entities in order to claim a collective discount. In case of doubt, advertisements are to be requested for publication within a period of one year since conclusion of the agreement. Where, in the context of sales contract, the right has been accorded to request individual advertisements, the order must always be processed within one year after the first advertisement appeared, insofar as it was requested and published in accordance with the deadline set out in the third sentence of the present paragraph.
- 3.** In the context of sales contracts, the Principal is entitled to request additional advertisements in addition to the number of advertisements stipulated in the order, within the agreed deadline or the deadline set out in paragraph 2 above.
- 4.** Where an order is not completed for reasons beyond the control of the Publisher, the Principal shall be required, without prejudice to any other legal obligations, to refund the Publisher the difference between the rebate accorded and that actually obtained in accordance with the acquisition. This obligation shall not be due where the failure to perform is due to *force majeure* within the Publisher’s sphere of risk.
- 5.** When calculating the purchase quantity, text millimetre lines shall be converted to advertising millimetres in accordance with the price.
- 6.** Orders for insertion for advertisements or other promotional materials which are only to be published in particular magazine numbers, particular editions or at particular places of the printed matter, must be notified to the Publisher in due time, so that the Principal can still be informed that the order cannot be executed in this manner prior to the closing deadline for advertisements. Advertisements belonging to a specific section of the publication shall be published in this section without an explicit agreement being necessary with regard hereto.
- 7.** Advertisements which, in light of their editorial design, are not recognizable as advertisements, shall be clearly designated as such by the Publisher, using the word “advertisement”.

8. The Publisher reserves the right to reject advertisements or other promotional materials – including individual requests in the context of an sales contract – due to its content, layout, origin or form in accordance with uniform, materially justified principles of the Publisher, where their content is in violation of laws or public provisions, where their content has been challenged by the German Advertising Council in the context of an appeals procedure, or where their publication represents an unreasonable burden for the Publisher. The same shall apply to orders submitted to commercial offices, acceptance points or representatives.

Orders for other promotional materials shall only be binding for the Publisher upon submission of a sample and approval thereof. Other promotional materials, which, due to their format or appearance, are liable to give the reader the impression that they are a part of the newspaper or magazine, or which contain third-party advertising, shall not be accepted. In the event that an order cannot be accepted, the Principal shall be immediately notified thereof.

9. The Principal shall bear the sole responsibility for providing the text of the advertisement, as well as any print materials or other promotional materials. When providing print materials in digital format for advertisements or other promotional materials, the Principal shall be required to provide these in proper fashion, particularly with regard to formatting or the Publisher's technical requirements, and before the closing deadline. Any costs incurred by the Publisher due to changes to the print materials which the Principal wishes or is answerable for shall be borne by the latter. For print materials which are recognizably unsuitable or defective, the Publisher shall immediately request their replacement. The Publisher shall guarantee the usual print quality for advertisements or other promotional materials within the limits of what is possible, given the print materials provided.

10. In the event of total or partially illegible, incorrect or incomplete printing of the advertisement, the Principal shall be entitled to claim a reduction in the price or that the advertisement be reprinted without defect, but only insofar as the purpose of the advertisement was impaired. The Publisher shall have the right to refuse to reprint the advertisement where to do so would involve a degree of effort which, in light of the content of the contractual relationship and in light of the principle of good faith, would be in disproportion to the creditor's interest in obtaining performance, or where to do so would only be possible at disproportionate cost to the Publisher. In the event that the Publisher should allow a deadline set for him to comply herewith expire, or where said reprinting was also defective, the Principal shall have the right to claim a reduction in the price or to annul the order. In the event of only minor defects in the advertisement or in the publication of other promotional materials, there shall be no possibility of annulling the order.

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 hard 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 sample copy.

11. Print proofs will only be provided upon explicit request. The Principal shall bear responsibility for the accuracy of any returned print proofs. The Publisher shall take any

corrections into consideration which are sent to him up to the closing deadline or within the time limit set on providing said print proofs.

12. Where no particular instructions have been given as to size, depending on the type of advertisement, the usual and effective print height shall be used as the basis for calculations.

13. Invoices are to be settled within the time periods indicated on the price lists insofar as another payment deadline has not been agreed in writing in a given instance or advance payment has not been agreed. Any eventual rebates for advance payment shall be accorded pursuant to the price list.

14. 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 advertisements. Where reasonable doubt should exist as to the solvability of a Principal, the Publisher shall be entitled – even in the context of a sales contract – to make publication of further advertisements dependent on settlement of outstanding invoices, without regard to any originally agreed payment deadlines.

15. Upon request, the Publisher shall deliver the invoice together with a sample copy. Depending on the type and size of the insertion order, excerpts, pages or complete publication numbers shall be provided. Where a print copy can no longer be procured, a legally binding certificate of the Publisher shall take its place as to the publication and circulation of the advertisement.

16. Any costs for the design of print materials as well as any changes thereto which the Principal wishes or is answerable for shall be borne by him.

17. A reduction in circulation can, in the context of an account involving several insertions, give rise to a claim for a price reduction where, on aggregate for the year of the first insertion, the average circulation mentioned on the price list or elsewhere, or – where no circulation is mentioned – the effective average number of copies sold of the previous calendar year is not reached. A reduction in circulation shall only be deemed to be cause for a reduction in price where, in the event of circulation comprising 50'000 copies, said reduction comprises 20%. Any price reduction claims in excess thereof shall be excluded for acquisitions where the Publisher notified the Principal of the reduction in circulation in a timely fashion so that the latter was in a position to withdraw from the contract prior to publication of the advertisement.

18. For numbered advertisements, the Publisher shall apply the due diligence inherent to a regular commercial agent with regard to the care and timely distribution of any offers. Registered mail and express post in reaction to numbered advertisements shall only be sent on using standard mail. Any mail received in response to numbered advertisements shall be held for four weeks. Mail which is not picked up within this time limit shall be destroyed. Any valuable documents shall be returned by the Publisher, without being legally required to do so. The Publisher reserves the right, in the interest and for the protection of the Principal, to open any incoming offers and review them for the purpose of combating fraud. The Publisher is not required to pass on any commercial recommendations or offers of agency. Through separate agreement, the Publisher can be accorded, in its capacity as an agent, the right to open any incoming mail on behalf of and in the declared interest of the Principal. Letters which do not comply with the DIN A4 format (weight 500 g), as well as goods, books, catalogues and parcels, will not be forwarded and will be rejected. However, acceptance and forwarding can be agreed on an exceptional basis, in the event that the Principal assumes any fees/costs which arise in connection therewith.

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 by collection procedures, jurisdiction shall be determined, in dealings with non-commercial operators, by the latter's place of domicile. Where the Principal's place of domicile or habitual residence, including for non-business entities, is unknown at the time an action is initiated, or where the Principal 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.

Additional General Terms of the Publisher

1. Cancellations of orders for insertions, supplements and inserts must be made before the closing deadline.
2. The Publisher provides no warranty in event of any loss to individual print copies in the mail.
3. Advertising materials which are to be affixed inside are processed by machine. No liability can be accepted for deviations in excess of a maximum tolerance of three millimetres in all directions from the initial points. Absolutely accurate adhesion can only be guaranteed by hand and is only possible upon special request.
4. Where defects in the print materials are not immediately recognizable, but only become apparent upon printing, the Principal shall not have any claim against the Publisher in the event of unsatisfactory reproduction.
5. For 4c advertisements, a binding colour print sample must be provided.
6. Print materials shall only be returned to the Principal upon request. Any obligation to keep print materials shall expire after twelve months of the initial circulation of the advertisement.
7. Advertisements in the body text are advertisements which border the text at least on one side.
8. Placement confirmations – except for bindingly confirmed preferential placements – shall only be construed to be a request, and can be changed for technical reasons. In such cases, the Publisher shall not be liable.
9. All and any current and future claims of the agency with regard to its Principal, the insertion and any additional charges which may result, have been assigned to the Publisher. The agency is authorized to collect any assigned claims for as long as the contractual payment obligation remains in force vis-à-vis the Publisher. The Publisher is, as a rule, entitled to disclose said assignment and to collect the claim itself.
10. Advertising agencies and advertising intermediaries are not allowed to pass on any remuneration from the Publisher for their activity as an agent to their Principals, either in part or in whole.
11. The Publisher shall record any information of relevance for its dealings with its business partners for the purpose of automating its procedures.

12. In the event of changes to the insertion prices, the new conditions shall enter into force immediately also with regard to on-going orders, insofar as not explicitly agreed otherwise.

13. The Principal alone shall bear responsibility for the content and the legal admissibility of the text and graphics being used for the insertion. The Principal shall indemnify the Publisher from any third-party claims which are raised against the Publisher in connection with executing the order, even where it should be rescinded. Moreover, the Publisher shall be indemnified with regard to the costs of any legal defence. The Publisher shall not be required to examine orders and insertions with regard to whether affect third-party rights, unless the insertion clearly and recognizably violates fair trade rules. Where rescinded insertions are published, this also shall not result in any claims arising on the part of the Principal against the Publisher.

14. The Publisher is entitled to publish insertion orders, within the limits of its technical and operational abilities, in a complementary manner as part of its online service. In doing so, the Publisher reserves the right to modify the print materials submitted for the print edition, in accordance with the requirements of the internet. The online appearance can differ from the printed version in the print edition.

15. For advertising and insertion orders for both newspapers or magazines, and online media, the General Terms and Conditions for the applicable media shall apply in which the advertising or insertion order in question was contractually agreed.

Last updated: 01/01/2010.