

# General Terms and Conditions for Advertising Contracts

## 1. Information about the provider

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## 2. Advertising Contract

Advertising contract, in terms of the following general terms and conditions, is the contract between the Dähne Verlag GmbH (hereinafter Publisher) and the client concerning the publication of one or more advertising media by advertisers or other parties placing advertisements (hereinafter Client) in magazines, on websites, newsletters, e-magazines and other media, at home and abroad, for the purpose of circulation.

## 3. Advertising Materials

An advertisement may consist of one or more of the following elements:

- from an image, text or graphics,
- from sound sequences and moving images,
- from a sensitive area which, when clicked initiates a connection to further data, at an online or mobile address given by the Client which are linked to the Client's or a third party's webpage.

Basically, for the publication of advertising materials only formats are possible, which are shown in the current price list. Special advertising formats are possible after consultation and examination by the Publisher.

## 4. Text Ads

Advertising materials, which are not as such immediately recognizable due to their design, will be clearly identified by the Publisher. Text segment advertisements are advertisements bordered on at least three sides by text and not on other advertisements.

## 5. Conclusion

A conclusion is a contract for the publication of several advertising forms, in accordance with the discounts as per the price list of the advertiser whereby the respective publications only take place at the Client's request.

Advertisement orders from advertising intermediaries and advertising agencies will only be accepted for specifically named advertisers. The advertising for the products or services of another, specified when making the order, always requires the prior written consent of the Publisher. The relevant publications are made at the request of the Client.

A "call-up" comes about when the Client makes an advertising booking by email, fax, online form, letter or by telephone and confirms the booking with the publisher in writing (order confirmation). Each call-up becomes legally binding only after written confirmation by the Publisher. The communication can be done by mail or electronically.

The general terms and conditions also apply mutatis mutandis to orders for loose and bound inserts and tip-ons or special technical formats.

Discounts are not granted to companies whose business consists of, among other things, collecting advertising orders from various advertisers in order to claim a joint discount. If a contract includes the right to request individual advertisements, the order must be completed within one year after publishing the first advertisement (hereinafter "insertion year"), unless the contract provides otherwise.

Where one or more call-ups under a contract are not fulfilled, for reasons not attributable to the Publisher, then the Client shall, notwithstanding any other legal obligations, reimburse the Publisher the difference between the discount granted and the discount due.

If a joint discount is claimed for affiliated enterprises, written proof of the consolidated status of the advertisers is required. Affiliated enterprises within the meaning of this provision are enterprises between which there is a capital share of at least 50 percent. In the case of corporations, the group status must be confirmed by an auditor or by submitting the latest annual financial statements, in the case of partnerships by confirmation from an auditor or by submitting a certificate of registration. Evidence must be submitted by the end of the insertion year at the very latest. Later submissions can not be recognized retrospectively. Group discounts require the express written confirmation by the Publisher in every case. Group discounts are only granted for the term of affiliation. The termination of this affiliation must be immediately reported; with the termination of affiliation, the group discount ceases.

## **6. Advertising Millimeters**

When calculating order quantities, text millimeter lines are converted according to price into advert millimeters.

## **7. Right of Rejection**

The Publisher reserves the right to refuse advertising material - including individual call-ups under the terms of a transaction, if their content violates laws or official regulations or if their content has been objected to by the German Advertising Council in a complaints procedure or if their publication should be deemed to be unreasonable for the Publisher or the affected publisher due to the content, design, origin or technical form or advertising which contains advertisements by or for third parties.

Orders for advertising material, which do not meet the Publisher's standards, are only binding for the Publisher after submission of the sample and its approval.

Advertising material which contains advertising from or for third parties (joint advertising) requires in each case the prior written declaration of acceptance by the Publisher. This entitles the Publisher to raise a joint advertising surcharge. The rejection of an advertisement is communicated to the Client immediately.

The Publisher is entitled to interrupt the running of advertising materials in electronic editions temporarily if a reasonable suspicion of illegal content on the part of the website owner exists, which is referred to by the hyperlink in the display. This applies in particular to cases of investigations by state authorities or of a warning of an allegedly injured party, unless this is manifestly unfounded.

The Client is informed of the blocking and has to remove the allegedly unlawful content immediately or explain their legality and if necessary to prove it. The Publisher can offer the Client the choice of replacing the advertising medium by another subject and/or through a hyperlink to another website. The additional costs incurred can be charged to the Client after the Publisher has provided evidence; the decision lays in the hands of the Publisher. The blocking is to be lifted as soon as the suspicion is invalidated.

### **8. Printing Materials for Magazines and Data for Online Advertising**

Orders for advertising material with special positioning requests require sufficient time to reach the Publisher so that the advertiser can be informed before the closing date if the order cannot be executed in this manner. Classified advertisements will be printed under the relevant category without this requiring express agreement.

The Client is solely responsible for the punctual delivery and unobjectionable quality of suitable printing material or other advertising material.

Before a digital transmission of print documents takes place, the Client must ensure that the transmitted files are free of computer viruses. The Client is especially obliged to use commercially available protection programmes for this purpose, which meet the latest standards. Should the Publisher discover damage sources, of the aforementioned type, in the transmitted files, he/she will not use the files, and where necessary may delete them, to ensure damage prevention and limitation (in particular to avoid the spread of the source of damage to the computer systems of the Publisher), without the Client claiming for damages in this regard. The Publisher reserves the right to sue the Client for compensation if the Publisher should suffer damages arising from the infiltration source.

The Client is obliged to supply proper digital printing material or electronic advertising material, in compliance with the Publisher's format or technical specifications, in good time prior to the start of placements.

Cancellations, changes of sizes, formats and changes in colour are no longer possible after the closing date. The print data must comply exactly with the Publisher's technical specifications. Otherwise, format and/or colour variations are excluded from price reductions.

For advertisements placed by telephone or corrections given over the telephone, the publisher is not liable for the accuracy of the reproduction. Similarly, the publisher is also not liable for mistakes in the original, which only become apparent upon reproduction or printing. The client and the advertisers shall not be entitled to make any claims for an unsatisfactory print. Possible additional costs incurred must be charged accordingly.

The Publisher accepts no liability for printing materials which are delivered too late and the agreed placement cannot be observed and a reduction in print quality occurs.

Costs incurred by the Publisher for changes or alterations to the advertising materials requested by the Client, are to be borne by the Client. The usual printing quality for the publication shall be agreed upon in accordance with the specifications in the price list and in the order confirmation within the scope of the possibilities afforded by the advertising materials, set by the printing or online data options.

If an order is either not carried out or incorrectly carried out because the Client violated his obligations to cooperate, especially production templates not provided on time, incomplete and / or deficient or wrongly labelled , the Publisher is still entitled to the agreed remuneration.

Advertisements that are created specially by the Publisher for the Client may only be used for advertising in the publication ordered at the Publisher's. Additional usage rights may be granted in each individual case by the Publisher and must be in writing. Any concepts and components underlying the Publisher's offer are protected by copyright and competition law and to be treated confidentially by the Client. In particular, these concepts may not be given, in this or in a modified form, to any third party nor may they be used by the Client outside the contractual scope for their own purposes.

Should the publication of the advertising material not fulfill the contractually agreed quality e.g. performance, the Client is entitled to a payment reduction or a flawless substitute publication of the advertising material, but only to the extent to which the purpose of the advertisement was impaired.

The Publisher has the right to refuse a substitute advertisement e.g. substitute publication, if this requires an expenditure which, taking into account the nature of the obligation and the principles of good faith, is grossly disproportionate to those of the Publisher's or would only be possible with unreasonable costs.

If the Publisher is set a reasonable deadline for the substitute advertisement or the publication of the other advertising material and allows this to expire or the substitute advertisement / replacement publication is not faultless, the Client has the right to a price reduction or cancellation of the call-up. In the case of minor flaws, the withdrawal from the contract is excluded. The Client must check the ad immediately after publication.

If the Client is a registered trader, complaints must be asserted immediately after publication to the Publisher, unless the flaws are not immediately obvious, then a deadline of six months shall apply. If the Client is a consumer, complaints for obvious flaws must be made within two weeks, and for flaws that are not obvious, within one year from the statutory limitation period.

## **9. Warranty and Liability for Advertising Media**

The Publisher guarantees the best possible reproduction of print advertising materials within the foreseeable requirements, with the usual typographical standard. A guarantee of correct colour reproduction of a print advertising material will only be accepted when the Client submits a proof, which has been calibrated for pressure testing for the printer. The Publisher checks the print data submitted by the Client for printability by means of its own test programme. If the data is faulty, the Client will be informed immediately.

The Publisher guarantees the best possible reproduction of digital advertising materials within the foreseeable requirements according to usual technical standards. The warranty does not apply for minor faults. The Client however, is aware, that it is not possible to have a completely faultless reproduction of advertising with the current state of the art technology. There is not considered to be an error in the presentation of the advertisement when problems are caused due to:

- the use of unsuitable presentation software or hardware (e.g. browser) of the user or Internet provider or

- if the failure does not significantly impair the reproduction of the advertisement or
- a disruption in the communication network (e.g. but not limited to cable or power failure) at the publisher or other operators or
- a computer malfunction due to a system or line failure or
- incomplete and / or not updated offers on so-called proxy servers (cache) or in the local cache or
- failure of the ad server used by the Publisher, which does not last for longer than 24 hours (continuous or added) within 30 days after the start of the contractually agreed placement.

Excluded from the warranty are malfunctions resulting from defects or disruption in the Client's computer, as well as the channels of communication from the Client's to the Publisher's servers. In case of a breakdown of the ad server over a considerable period of time (more than 10 percent of the booked time) from a time-linked fixed booking, the Publisher will try to supply the missing media services. If this fails, the Client is not obliged to pay for the period of unrealized or average media services. Further claims are excluded.

The Publisher does not accept any liability for the loss of data during transmission and accepts no guarantee and / or liability for data security outside of his domain.

Transfer of risk starts with the entry of the advertising material into one of the Publisher's servers. The Publisher will eliminate more than insignificant malfunctions and errors on its server as soon as possible and makes every effort to correct negligible hindrances within a reasonable period.

The Publisher is not obliged to check the advertising material made available, for accuracy, up-to-dateness, completeness, integrity, quality and / or correctness and for this, does not assume any guarantee or liability, expressed or implied.

Claims for damages due to positive breach of obligation, negligence in contracting and tort are excluded, in particular for telephone orders; claims for damages from impossibility of performance and delay are limited to compensation for foreseeable damage and to the amount of the price payable for the relevant advertising material under consideration.

This does not apply to intent or gross negligence of the part of the Publisher, its legal representatives and its agents. The Publisher's liability for damages due to the absence of guaranteed quality remains unaffected. In commercial transactions, the Publisher will also not be liable for gross negligence of vicarious agents; in all other cases with regard to traders, the liability for gross negligence is limited to the foreseeable damage up to the amount of the relevant advertising fee. Complaints must be asserted, except for non-obvious defects, within 4 weeks after receipt of invoice and voucher copy.

In case of disruption to operations or in cases of force majeure, illegal strikes, illegal confiscation, traffic disturbances, general raw material or energy shortages and the like - in both the Publisher's company as well as in external companies, which are used by the Publisher to fulfill his / her obligations - the Publisher is entitled to demand full payment for the published advertisements.

For advertising material in print the following applies: The Publisher is entitled to full payment for published promotional material, if the publishing house has delivered 80% of the average circulations sold or any other guaranteed circulations during the last four

quarters. Should this percentage fail to be reached, the invoiced amount shall be reduced in accordance with the disparity existing between actual sales and the guaranteed circulation that was initially quoted.

The Publisher reserves the right to postpone publication dates or deadline dates for whatever reason. This does not justify the Client to raise any claims against the publisher.

An obligation for the Publisher to fulfill orders and pay damages, in particular for the payment of damages for non-published or not published on time advertising media, does not apply.

#### **10. Payment Deadlines**

The invoice must be paid within the period given in the price list, unless a different payment period or prepayment has been agreed upon in writing. Any discounts for early payment are granted according to the price list.

For orders from new clients with whom the Publisher has not yet realized any orders, the publisher is entitled to demand payment in advance, taking into account a 2% discount. The payment has to be received at the Publisher's by the advertising deadline.

The period for the prior information of the SEPA Direct Debit will be shortened to one day.

#### **11. Payment Default**

In case of default or deferment, the usual bank interest and collection fees will be charged. The Publisher may also defer the further execution of the current order until payment has been made and request prepayment for the remaining advertisements.

If there is reasonable doubt as to the solvency of the Client, the Publisher is entitled to demand the advance payment before the closing date and the settlement of outstanding invoice amounts, irrespective of an originally agreed term of payment of the advance payment of the amount at the closing date, even during the term of an advertising contract.

#### **12. Advertising Voucher Copies for Magazine Ads**

Upon request, the Publisher may provide the Client with a voucher copy for advertisements in magazines. Depending on the type and scale of the order, cuttings, tearsheets or complete voucher issues will be delivered. If it is not possible to procure a voucher copy, a legally binding certification from the Publisher regarding the publication and distribution of the advertisement will be issued in its place.

#### **13. Box Number Advertisements**

For box number advertisements, the Publisher applies the diligence of a prudent business professional when dealing with the safekeeping and timely forwarding of offers. Registered and express letters to box number advertisements are only forwarded by regular mail. The replies to electronic box number advertisements will be forwarded in the same way.

The Publisher is granted the right to open the incoming offers in the declared interest of the Client, if this is deemed essential for determining the correct delivery. Letters, which exceed the permissible DIN A4 size, as well as merchandise, books, catalogues and packages are excluded from forwarding and will not be accepted. However, an exception

can be made for the acceptance and forwarding as long as the Client accepts the resulting fees / costs.

#### **14. Place of Jurisdiction and Applicable Law**

The place of performance is the headquarters of the publishing house. In business transactions with traders, legal entities under public law or legal estates under public law, the Publisher's headquarters is the seat of jurisdiction. If the Publisher's claims cannot be satisfied by issuing payment reminders, the place of jurisdiction for non-traders is determined by their place of residence. If the domicile or habitual residence of the Client, even with non-traders, is unknown at the time the action is filed or if the Client has moved his domicile or habitual abode outside the area covered by the law, then the place of jurisdiction is agreed to be the Publisher's headquarters.

#### **15. Advertising Agencies and Agents**

Advertising agents and advertising agencies must adhere to the Publisher's price lists when making their offers, contracts and settlements with the advertisers. Prices are always exclusive of value added tax at the applicable rate.

#### **16. Advertising Orders from Abroad**

For countries with diplomatic representatives, the order processing is done via the respective diplomatic mission. The Publisher may waive prepayment for existing business relationships. A foreign client must submit his VAT identification number (VAT no.) or its proof of business, or its exemption from German VAT, together with the advertising order. If the advertising order is not subject to VAT, then the invoice is issued without VAT calculation. The Publisher reserves the right charge VAT retrospectively if the tax authorities subsequently rule that the advertisement is subject to VAT.

The valid currency for payment of advertising orders is the Euro.

#### **17. Price Alterations**

The Publisher is entitled to change the general terms and conditions and prices at any time with effect for the future. Price changes for advertisement orders already placed are effective if they are expected to be published at least one month before publication of the advertising material. In the event of a price increase the Client is entitled to a right of withdrawal. The right of withdrawal must be exercised in writing within 14 days after receipt of the notification of the price increase.

#### **18. Assignment of Rights and Guarantee**

The Client guarantees that he / she owns all rights necessary for the publication of the advertisement. In the case of advertising material created by the Publisher itself, the Client also declares to own all rights to the content, which the Client makes available to the Publisher for the creation of the advertising material. The Publisher is entitled to make advertising for medicines and therapeutic substances subject to written assurance from the Client / the advertisers and / or those responsible for the legal permissibility and / or to check the advertising submission for the legal admissibility by a competent authority, at the expense of the Client. The Publisher is not obliged to check orders and advertising material to see if third party rights are affected by it.

The Client bears sole responsibility for the content and legal admissibility of texts, photos and other advertising media (hereinafter "Content") provided for the insertion. The Client is, in particular, responsible for ensuring that the content does not violate youth protection, press and competition, data protection, criminal, media law and other legislative provisions. In the event of an infringement, the Client must release the

Publisher immediately from any associated claims from third parties. Furthermore, the Publisher is also exempt from all necessary legal defense costs. The Client is obliged to support the Publisher in good faith with information and documentation in a legal defense against third parties. If the Client has already been or will be reprimanded because of the content of advertising material, or has already given or will give a cease and desist declaration, the Client is obliged to inform the Publisher about this immediately.

Should the Client breach this obligation, the Publisher shall not be liable for the damage to the Client arising from a repeated publication of the offending content .

The Client signs over to the Publisher all rights of use and intellectual property rights, trademark rights and other rights, especially the right to reproduction, distribution, transmission, broadcasting, public viewing, and extraction and retrieval from a database, required for the preparation and publication of advertising in print and other media, with sufficient time and content necessary for the completion of the contract.

The aforementioned rights are transferred locally, without limitation in all cases. The aforementioned rights permit activation using all known technical procedures and all known forms of online media. If graphics are shown in connection with the advertisement using the name or logo or any other company identifier, the brand, work title or other commercial designation, the Client grants the non-exclusive, non-transferable right to use the image or the corresponding character in the relevant advertising material, to the Publisher for the duration of the contract.

#### **19. Discretion**

Unless agreed otherwise in writing, the contracting parties will deal with all details of the contractual relationship, in particular, the prices and conditions, as well as business secrets, which they may have directly or indirectly from other parties in the process of contract execution, with strict confidentiality. This does not apply when disclosure is ordered by the court or competent authority, or is required for judicial enforcement in its own rights against the other contracting party. The obligation applies for the entire contract period as well as for an unlimited time after termination of the contract.

Press releases and other public statements to third parties about the business relationship between the Publisher and the Client or with respect to the details of agreements reached, require the prior authorization of the Publisher. This also applies to logo publications for logos supplied to the Publisher.

#### **20. Final Provisions**

Any additional terms and conditions contained in the price list are in addition to these General Terms and Conditions. The Client's General Terms and Conditions are hereby expressly excluded. This applies even if the Client's terms have not been expressly rejected and / or the Publisher accepts the services without contradiction, i.e. advertising materials are published without contradiction.

The law of the Federal Republic of Germany, excluding the UN sales law, apply. The applicability of preemptory norms of the state in which the Client has his habitual residence when concluding the contract, remains unaffected by this choice of law.

If one or more provisions of these terms and conditions are or become invalid or unenforceable, this shall not affect the validity of the terms and conditions in other respects. The invalid or unenforceable provision shall be replaced by one that comes closest economically and legally to what was originally intended by the contracting parties. This also applies to any contractual loopholes.

