

## Terms of Business

1. An advertising order for one or several advertisements, inserts or supplements shall be subject to the General Terms and Conditions of the publication contract and shall thus be considered to be an advertising legal entity.
2. Advertising orders shall be satisfied within a period of one year following placement of an order. For combined advertisements, inserts and supplements, the basic rate shall be charged to each respective client.
3. Discounts, as specified in the advertising rate card, shall apply only within one year after the appearance of the first advertisement.
4. The client shall be entitled to increase the quantity of advertisements specified in the contract within the contractual period of the order.
5. If an order cannot be satisfied due to circumstances beyond the control of the publishing house, the client shall pay the difference between the granted and the appropriate discounted fee to the publishing house. This clause is made without prejudice to any further legal obligations. Such payment shall not be due, if the contract cannot be carried out by the publishing house due to force majeure.
6. In calculating the price of an order, text line millimetres shall be converted into advertisement space millimetres.
7. On the alteration of the advertising rates, new conditions shall enter into force immediately, unless the client and the publishing house agree otherwise.
8. Unless given as a precondition for the placement of an order, the publishing house shall not guarantee advertisements, supplements or inserts appearing at certain places of the magazine.
9. The publication of advertisements in the journalistic text portion shall be billed at the text portion rate. Text portion advertisements are defined as advertisements, which border on at least three sides with the text and not on other advertisements.
10. Advertisements, which cannot be recognised as such by their design, shall be visibly marked with the word "advertisement" by the publishing house.
11. With the acceptance and examination of advertisement texts and illustrations, the publishing house shall exercise reasonable care as is customary in business. It shall not, however, be held liable for misleading information or decep-

tion provided by the client. The client is solely responsible for the legality of the advertisement, the supplement or the insert.

12. The publishing house reserves the right, to reject advertising orders – or individual telephone calls constituting a contract – if the contents, the origin, or the technical form, following objective principles of the publishing house, does not comply with laws or official regulations or if the publishing is not considered just and reasonable by the publishing house.

13. Orders for supplements and inserts shall not be considered binding for the publishing house before the submission of an advertisement sample. The publishing house shall not accept supplements or inserts, which lead the reader to believe that, due to the format or layout, the supplement or insert is a component of the magazine. Supplements and inserts, which contain external advertisements, shall not be accepted.

14. Proofs shall only be supplied on explicit request. The exclusive responsibility for the correctness of the proofs returned to the publishing house shall rest with the client. If the proofs do not arrive at the publishing house before the appointed date, permission for the printing shall be considered as having been given.

15. The client is responsible for the timely submission of the advertising text and for the proper printing of documents for the supplement or inserts. The publishing house shall request immediate replacement for visibly unsuitable or damaged printed documents. When advertisement orders or alterations are forwarded by telephone, as well as in the case of errors due to illegible writing, the publishing house shall not be held responsible for the corrected rendition. If the publishing house is not able to immediately recognize deficiencies in submitted documents, but then subsequently finds them during the printing process, the publisher shall not be held liable. This clause applies also to incorrect repeat advertisements, if the client does not point out the mistake before the printing of the next advertisement.

16. The publishing house shall guarantee the technically perfect rendition of the advertisement. In case of an illegible, faulty or incomplete printout of the advertisement the client may claim a payment reduction or a repeat printout, but only to the extent, that the objective of the advertisement was impaired. The publishing house will not accept

any further liability beyond this clause. Complaints in respect of this clause are to be filed – except for non-obvious deficiencies – within four weeks after receipt of billing and voucher.

17. Payments shall be strictly met within 14 days starting from invoice date. In the case of a payment delay, the publishing house shall be entitled to charge the default client interest of at least 2 % above the respective basic interest rate of the European Central Bank. In the case of payment delay the publishing house shall be entitled to postpone further processing of the client's current order until payment is made and shall be entitled to demand pre-payment for remaining orders.

18. On request the publishing house shall supply a voucher copy of the advertisement with the billing. Depending upon the kind and scope of the order, advertisement detail clips, voucher pages or complete magazine copies shall be supplied.

19. Costs in respect of preparation of ordered printing documents as well as of changes demanded by the client, or for which he is responsible shall be borne by the client.

20. A decrease of circulation shall only affect the contract if the circulation declines more than 20 %. Further claims for compensation shall not be admissible if the publishing house informed the client about the decline of circulation such that the client was able to cancel the order before its appearance.

21. In the event of box number advertisements, the publishing house shall exercise reasonable care for the safe custody and timely forwarding of responses. Registered letters and express letters in response to box number advertisement shall only be forwarded by regular mail. The publishing house reserves the right to open incoming mail for inspection purposes in order to eliminate the misuse of the box number service. The publishing house shall not be obligated to forward offers of market targeting or product placement.

22. The publishing house shall return printing documents to the client only on special request. Unless otherwise agreed, the obligatory period of retention shall end 3 months after expiration of the contract.

23. Place of performance and legal venue is Bonn.