

## MEDIA DATA 2022

Mediabrand for AV system integration and Digital Signage

www.professional-system.de
Pricelist No 24, valid from January 2022



#### PROFESSIONAL SYSTEM is published in the Ebner Media Group

## Target group unit Professional Technology & Live Communication

In Germany, the total revenue in the culture and creative industries with more than 1.2 million employees has grown to a total of 174.1 billion euros by 2019.

This represents a average annual growth rate of 2.6 percent.

(Source: BMWI 2020)

With a gross coverage of over 190,000 contacts per month, our media address the technical service providers, creatives and designers, planners and investors in event industry, the MICE market, live communication and A/V/IT system integrators.

Increased by the Corona crisis, new technologies and concepts receive more attention.

Our media inform about trends like virtualization, hybrid events, streaming, VR/AR, AI,

Cloud solutions, collaboration, remote productions as well as changes in communication at POI and POS, provide the necessary know-how and make our community fit for the PostCorona time.



PRODUCTION PARTNER











#### Your market access to the professional AV and lighting industry!

We inform the ProAV community in their daily work and enable our advertising partners to have a targeted access to the market. Our portfolio of media and advertising solutions is designed to combine trusted content and powerful channels. The result is successful campaigns that drive targeted engagement and lead generation through information gathering, content development and storytelling.

#### PROFESSIONAL SYSTEM - Your media brand for ProAV

In the melting markets AV & IT we are the leading medium and build bridges between the Trades. Planners, integrators, investors and operators find out more about smart working and living environments created with state-of-the-art AV technologies.

The integration of professional systems primarily includes audio, video, lighting, control and IT solutions. The subject areas are as diverse as the areas of application:

Corporate/Finance / Retail, POS / public institutions, such as train stations and airports, schools, universities and private Educational institutions, ministries, congress centers, museums / theme parks, hotels / gastronomy and much more.

The editorial mix of case studies, features, interviews, surveys, overviews and tests reflects future-oriented the market development.



Organic Search

Direct

Social

Email Referral

Display

(Other)

#### **Mutlichannel Publishing**

With its customized content and interactive platforms, EBNER MEDIA GROUP supports professionals in their daily work and enthusiasts in pursuing their passions. With our knowhow and passion for topics and details, we are an essential asset for our customers. Our knowledge expertise creates added value - whether in print, digital or through face-to-face communication. No one knows, reaches and inspires the people in our target groups like we do.

#### Target group

- AV specialist planner, designer
- AV system integrators
- Operators, decision makers
- AV distributors and producers
- Junior staff

Get to know our readers personally! On our media data website you will find detailed information about us! www.mediakit.professional-system.de



#### Reach per Month\*



1.362 Facebook Fans

807 Twitter Follower

5.535 Xing Follower

16.660 Unique Users

26.548 Page Impressions

1.818 Newsletter Subscribers

6.480 Print Circulation (TvA)

Issue	Dates of Publication	Advertising Deadlines	Printing Deadlines
1 2022	28.01.22	10.01.22	12.01.22
2 2022	18.03.22	18.02.22	25.02.22
3 2022	29.04.22	31.03.22	07.04.22
4 2022	17.06.22	20.05.22	27.05.22
5 2022	19.08.22	22.07.22	29.07.22
6 2022	23.09.22	26.08.22	02.09.22
7 2022	28.10.22	30.09.22	07.10.22
8 2022	16.12.22	18.11.22	25.11.22

<sup>\*</sup> November 2021



#### Formats Print

All dimensions in mm, width x depth - for bleed add 5mm on every side.

Formats	Bleed Page	Type Area	Rates 4C
	(width x depth)	(width x depth)	
2/1	426 x 280	390 x 254	9.600 Euro
1/1	213 x 280 Cover pages	185 x 254 Back cover Inside Back cover Inside Front cover	4.860 Euro 4.990 Euro 4.860 Euro 4.900 Euro
2/3 vertical 2/3 horizontal	137 x 280 213 x 184	122 x 254 185 x 169	4.150 Euro
1/2 vertical 1/2 horizontal 1/2 2-columns	105 x 280 213 x 142 137 x 184	90 x 254 185 x 127 122 x 169	3.180 Euro
1/3 vertical 1/3 horizontal 1/3 2-columns	74 x 280 213 x 99 137 x 139	59 x 254 185 x 84 122 x 127	2.330 Euro
1/4 horizontal 1/4 horizontal 1/4 2-columns	58 x 280 213 x 78 105 x 139	43 x 254 185 x 63 90 x 127	1.760 Euro
1/6 vertical 1/6 horizontal		59 x 127 122 x 63	1.150 Euro



#### Business-Guide Print + Online

In the Business-Guide, clients, decision-makers and planners will find competent partners for upcoming projects.

#### Price / Entry

275 Euro / per issue and category

#### **Technical Data:**

Text: Max. 500 characters (with spaces)

Logo Min. 300 dpi



#### Featured Channel

Create a branded theme page for your brand that is exclusively linked to your editorial content. Your business guide is the basis which will be refined which your content.

12 Month - 4.500 Euro incl. Business Guide

#### Payment Conditions and Terms

Prepayment (ILC) until booking deadline. We also accept credit cards (VISA, MASTERCARD, AMEX). Please do not forget to tell us your european VAT-No. / Tax-ID, because otherwise we have to charge european customers sales tax.

Our Euro-VAT-ID: DE 811 20 27 51 / Bank-Account: Please look under contacts on the last side



#### Inserts

Inserts in our periodicals are loose enclosures like pages, cards or brochures.

up to 25a single weight 400 Euro per 1.000 copies Prices: over 25a single weight on request

Part-subscription up to 25g single weight 450 Euro per 1.000 copies

200 x 270 mm Max. size

#### Stapled inserts

Stapled inserts are printed matter firmly connected with the magazine. Only the total circulation can be covered. The client must provide the printed matter ready for processing.

Prices: 2 pages 320 Euro per 1.000 copies 4 pages 360 Euro per 1.000 copies 400 Euro per 1.000 copies 6 pages

> 450 Euro per 1.000 copies 8 pages

Max. size 200 x 270 mm

#### Stuck inserts

#### Post cards, samples, CDs, etc.

Inserts will be stuck to an advertisement (min 1/1 page) and can be removed easily. The inserts have to be bound to be processed. Stuck inserts are only possible at the start of a sheet.

90.- Euro per 1.000 copies plus postage Prices:

Before we can proceed with an order we have to receive samples of the inserts, stapled inserts and stuck inserts for test purposes. Please send us five samples before the booking deadline.

Please allow 300 additional samples for processing.

#### Special advertising forms

#### Banderole

• Place postcards on the first side of a sheet (distinction between perfect binding and saddle stitching) Place the CD on the 1st side of a bow Mount CD in bird bag (between 2 bows possible) Post-It Dispatch (Post-It Delivered) Lenticular foil donate on title (supplied) Giving up booklets on the title page Issue in the booklet (A5 to A4) as a supplement for cutting out before the U3 / U4 Mega-Insert (2-3 cm higher than the booklet)

#### Envelope

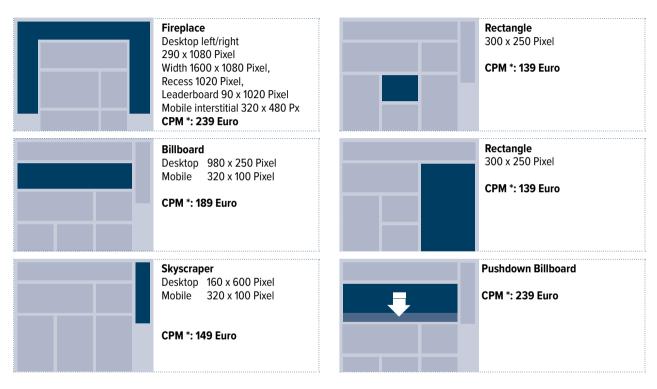
- 6-sided gate folder
- 6-sided back folder
- Shortened title-flap with 2nd title possible
- Bookmark attached to U3 / U4 to fold in (size depends on the booklet strenath)

#### Content

- 6-sided opener (left and right)
- 8-sided folder (only with perfect binding between
  - 2 parts of the sheet)
- Poster in copy-space to cut-outs
- Finishing on the title (price depends on size and color choice)
- Blind embossing, Cold foil, Textured paint, Metal paint, Fluorescent Pigment
- Punching: UV Irodinlackierung



#### Display Banner



<sup>\*</sup> Cost per Mille (CPM) for 1000 deliveries (i.e. 1.000 ad impressions)
Formats und Prices also for ProMediaNews.de



#### Data Delivery

- All banner formats up to a maximum of 100 KB
- Data formats: JPEG, GIF, Flash (when submitting in Flash format, please also supply a back-up file in GIF)
- We need your banner 5 days in advance

#### Video Ad

Integration via iFrame: Link to Vimeo or Youtube

When embedding a physical video, the following formats are supported: MPEG4. 3GPP and MOV files | AVI | MPEGPS | WMV

Maximum file size: 30 MB

#### Online Advertorial

We design your content with the look and feel of the editorial environment. Your online advertorial will be published as a teaser in the newsletter and in the social media channels.

Online advertorials are marked and no-follow links are set.

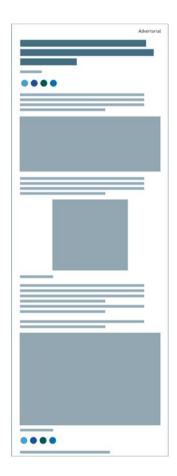
The content is placed online on the homepage and remains in the content stream of the magazine website

#### **Formats**

Basic 1.000 Characters (with spaces), max. 3 Pictures (1.024 x 682 Pixel), Link 1.050 Euro

**Best** 2.500 Characters (with spaces), max. 10 Pictures (1.024 x 682 Pixel),

Video integration (Vimeo/Youtube) Link 1.350 Euro





#### Newsletter Banner

Deliveries on 6 days a week

**Daily Newsletter** - Monday, Wednesday, Friday, Saturady **Weekly Newsletter** - Tuesday

Ad-Formats Formats

**Billboard** 580 x 250 Pixel, Link

#### Image/text online advert:

Headline: max. 50 characters with spaces Content: max. 350 characters with spaces

Image: 300 x 250 pixels, JPEG, PNG or non-animated

GIF (in most mail clients only the first Frame is shown), max. 50 kB

URL

#### Price per week

 1. Position
 395 Euro / week

 2. Position
 375 Euro / week

 3. Position
 345 Euro / week

 4. Position
 315 Euro / week

Dataformat JPEG or GIF-Banner (no animated GIF-Data)

**Datasize** max. 50KB







2. Position



3. Position



4. Position





#### Lead Generation Campaign

Creation of an eDossier, accompanying campaign via all relevant media, Newsletter, SEO, hosting, delivery of leads. We will gladly explain these Campaign in detail.



#### Native Advertisement

Native Advertising is storytelling. Your advertising / brand message will be published in the editorial environment of our platforms with the help of an editorial story. Or your company (offer) is an integrated part of an editorial topic, without direct product promotion to operate, because Native Advertising supports you in the long term, the interpretation of your company and your offers in the relevant target group to build and expand.



#### Price on request



#### **ONLINE JOB ADS**

#### CONTAINMENTS:

- Presence for 60 days in mobile optimized online job market
- · Logo display in search results list
- Entry in Job Listings in print editions
- Personal contact partner
- Promotion in daily and weekly newsletters (> 25.000 mailings weekly)
- Job mailer to registered candidates
- Social Media posts i.e. Facebook, Twitter (>100,000 contacts)

Please note that only one position can be advertised per job ad. A placement is possible 24/7 via the self-entry tool at: https://bit.ly/31bZNmR

#### FORMATS UND PRICES:

Online Job Advertisements	Prices
Job advert	490,- €
Freelancers	199,-€
TOP JOB (Attention Boost: Prominent placement above all other jobs and in the Top Job slider)	99,- €
Reach PLUS incl. Refresh (Heightened reach via targeted search engine marketing incl. free Refresh)	270,- €
Refresh (renewed positioning at beginning of hit listafter 30 days)	49,- €
Extension (only possible within running time)	215,- € / 60 days
Reactivation (also possible after running time)	323,- € / 60 days

Prices in euro plus VAT/sales tax. The general terms and conditions of the publisher apply. Prices for job advertisements are not discountable. 15% brokerage commission only applies to third party placements and is only granted to registered advertising intermediates. The general terms and conditions can be downloaded here: www.ebnermedia.de/ebvm/nzb/





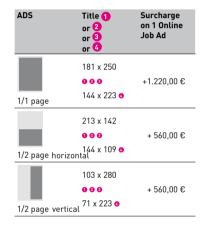


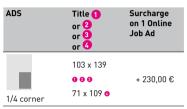
#### PRINT JOB ADS INCLUDING ONLINE

#### SERVICE PACKAGE:

- 1 Production Partner Circulation 3,040 TvA\*] / 10 x per year
- 2 Event Partner Circulation 18,355 TvA\*) / 6 x per year
- 3 Professional System Circulation 6,480 TvA\*) / 8 x per year
- Film&TV Kamera Circulation 5.000 TvA \*1 / 12 x per year
- Heightened Visibility & Employer Branding Effect
- Including 60 days online with all benefits of a respective online placement

Prices stated are surcharges on the placement of an online job ad to the price of € 490,-.





Format in print space, width x height in mm

Prices in euro plus VAI/Sales tax, Publishers GTCs apply. Prices for job advertisements are not discountable. 15% brokerage commission only applies to third party placements and is only granted to registered advertising intermediates. The general terms and conditions can be downloaded here: www.ebnermedia.de/ebvm/nzb









#### **DATES 2022:**

Title 0 0 0 0 / Publishing date / Submission Deadline					
January 22	<b>3</b> 28.01. / 07.01.	July 22	<b>0</b> 22.07. / 01.07.		
February 22	<b>1</b> 04.02. / 14.01. <b>2</b> 25.02. / 04.02. <b>3</b> 18.02. / 01.02.	August 22	<b>1</b> 9.08. / 29.07. <b>1</b> 2.08. / 25.07.		
March 22	11.03. / 18.02. 18.03. / 25.02. 18.03. / 01.03.	September 22	<b>1</b> 09.09. / 19.08. <b>2</b> 02.09. / 12.08. <b>3</b> 23.09. / 02.09. <b>4</b> 09.09. / 29.08.		
April 22	1 22.04. / 01.04. 2 22.04. / 01.04. 3 29.04. / 07.04. 2 22.04. / 04.04.	October 22	<b>1</b> 07.10. / 16.09. <b>2</b> 28.10. / 07.10. <b>3</b> 28.10. / 07.10. <b>4</b> 21.10. / 04.10.		
May 22	<b>1</b> 27.05. / 06.05. <b>3</b> 20.05. / 02.05.	November 22	<b>0</b> 04.11. / 14.10. <b>3</b> 18.11. / 31.10.		
June 22	1 24.06. / 03.06. 17.06. / 27.05. 17.06. / 27.05. 17.06. / 30.05.	December 22	<b>1</b> 09.12. / 18.11. <b>2</b> 16.12. / 25.11. <b>3</b> 16.12. / 25.11. <b>3</b> 23.12. / 28.11.		

# Contingents Discount per Ad off listed price frefers to a period of 12 months from booking on the listed price 3 ads 16 %



Forward-looking B2B products and solutions have earned a big stage. Just like the people who develop and sell them. With The AVard, we put the drivers of the AV industry in the spotlight.

For more information, visit www.the-avard.de



This is where the future of digital Commerce and Marketing MOONOVA is aimed at all decision-makers and in marketing, sales and product, who deal with digital selling and marketing.

The focus is on inspiration, knowledge and valuable exchange, in order to become a company customer-centric, sustainable and with positive impact to drive business success.

An inspiring world for innovative minds. For more information, visit

www.moonova.online



#### Contacts

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Helga Rouyer-Lüdecke

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Ulmer Volksbank

Publisher:

IBAN: DE24 63090100 0003 626000

**BIC ULMVDE66** 

Subscription Price: Years subscription

Inland, 33,70 Euro / year incl. postage

foreign countries 43,40 Euro / year

EBNER MEDIA GROUP GmbH & Co.KG

Published: 8 issues / year

E-mail: redaktion@professional-system.de



#### Information for Printing Process

Magazine format:213 x 280Method of printing:digitalPrinting process:offset

#### Multicolour ads

In the case that black is omitted in processing a multicolour ad, this will not alter the charge. If, in the case of formats with a gutter bleed, different additional colours are used on each side of a double page, each page will be charged separately according to the rates for partial formats.

Special colours or tones which cannot be achieved by combining colours in the scale used are possible but require prior agreement. Details can be provided on request. Minor variations in tone in offset printing are permitted within the tolerance area. Corrections will be made against a proof.

#### Advertisement placements

A confirmed placement is no longer valid if the printing material has not arrived before the deadline.

#### Checklist data transfer

Before you start the digital transfer, please make sure to send the checklist for data transfer first. Usually you get this checklist together with the confirmation of your order. You can also order your checklist by telephone:

+49 (731) 880052 - 078 or download the checklist from www.musikmedia.de, keyword: "Checklist Datatransfer"

#### Claims for compensation

We only accept responsibility for the perfect processing and publication of digitally transferred advertising copy when the guidelines listed above have been complied with.

The publishing house may reject data that does not match the guidelines. No claim for a price reduction will be accepted for unsatisfactory printed results that are due to the customer deviating from the guidelines.

Transferred data will be deleted three months after the publication of the advertisement. Transferred data that deviates from the above technical instructions and that requires additional work will be invoiced for at an hourly rate of Euro 100. All claims by the orderer, with the exception of obvious deficiencies, must be asserted by letter within four weeks of receipt of invoice and voucher copy.

### Guidelines for the Digital Transfer of Advertising Copy

Keyboards, Gitarre & Bass, Sound & Recording and Sticks, (MI), Production Partner, Event Partner, Professional System (PRO) – are produced digitally. Please follow these guidelines in order to ensure a problem free transfer of data and the best possible printed result.

#### **Operating Systems**

· Macintosh, PC



#### Programmes

- Adobe InDesign
- Adobe Photoshop
- Adobe Illustrator

#### Data Format / Image Data / Compression

- · Image data: TIFF; EPS, JPEG, PDF,
- · Colours: cyan, magenta, yellow, black (EUROSCALA)
- For perfect print quality continuous tone images should be scanned at a minimum of 300 dpi.
- For line art the minimum resolution is 600 dpi, 1200 dpi is ideal.

  Compressed files: None of the image elements that are used should be compressed. Do not use JPEG or similar compression.

The whole file may however be stuffed as SEA, SIT, ZIP or EXE (SEA)

#### **Fonts**

Include all character sets. Special fonts, e.g. logo fonts should also be included. TrueType fonts may not be used.

When several related files are to be transferred please ensure that these files are placed in a single Directory (Folder). We undertake to check received files within one working day. You will immediately be informed of any incorrect data or files. Please enter contact details in the checklist.

#### Prior to data transfer

**ORDER:** Please ensure that an order for your advertisement has been sent to Ebener Media Group

FAX: Send us the CHECKLIST FOR DATA TRANSFER

and a binding print out

For Keyboards, Gitarre & Bass, Soun & Recording, Sticks Production Partner, Event Partner, Professional System

+49 (0)731 880055 203

**PROOF:** For colour advertisements please send a binding proof to:

EBNER MEDIA GROUP GmbH & Co.KG

att. Marina Dedy (PRO)

att. Vivien Hauser (MI) or

Office Köln Helmholtzstr. 29-31 50825 Köln

**CD-ROM:** Please send CD-ROMS to the Ebner Media address until the deadline of printing material.

**E-MAIL:** marina.dedy@ebnermedia.de (maximal 20 MB)

**INTERNET:** data transfer by browser: At http://anzeigen.musikmedia.de You have the opportunity to load the advertisement data onto our server. Please follow the guidelines of our advertisement system and please be patient! Do not access the Browser during the transmission. Otherwise transmission will vail. Wait until the Browser Window has reconstructed itself and transmission is completed.

If you have further questions or need more technical information (ISDN-transfer, ftp-upload) please feel free to contact us by telephone +49 731 880052 078.



- "Advertisment order" within the meaning of the following general conditions of acceptance is the contract for the publication of one or more advertisments by an advertiser or other space buyer in a publication for the purpose of dissemination.
- 2. Where doubt exists advertisments are to be released for publication within one year of conclusion of a contract. If a contract allows for the release of individual advertisements, the order must be processed within one year of the advertisment appearing for the first time, provided the first advertisment is released and published within the period specified in sentence 1.
- 3. In the event of a contract being concluded the orderer is entitled to release further advertisements exceeding the advertisement volume specified in the contract within the period agreed or the period specified in section 2, whichever is applicable.
- 4. In the event of a contract not being performed for reasons for which the publishing company is not responsible, the orderer, notwithstanding any other legal obligations, must reimburse the publishing company the difference between the discount granted and the relevant discount for the number of advertisments actually published. Reimbursement need not be effected if the failure to perform is attributable to force majeure within the scope of the publishing company's risk.
- 5. When calculating the amount of text to be published the text millimetre lines are converted into advertisement millimetres in accordance with the price.
- 6. Advertisments and inserts shall only be included in specified issues, specified editions or in specified positions in the publication if the orderer has stated that the advertisment or insert must appear in specified issues, specified editions or in specific positions in the publication and the publishing company has provided written

- confirmation to this effect. Classified advertisments will appear in the appropriate special section without express agreement being required.
- 7. Textual advertisements are advertisements which border on text on at least three sides and do not border on other advertisements. Advertisements which from their copy or layout are not recognisable as advertisements shall be rendered recognisable as such by the publishing company by the addition of the word "advertisement".
- 8. The publishing company reserves the right to reject both advertisement orders, ncluding individual releases within the framework of a contract, as well as insert orders, on account of their content, their origin or their technical form in accordance with uniform, objectively justified principles, if, in the due judgement of the publishing company, their contents contravene laws or official directives or are likely to cause offence, or their publication cannot be expected of the publishing company. This also applies to orders placed at registered or branch offices or agencies. Insert orders are only binding for the publishing company once a specimen copy of the insert has been submitted and approved. Inserts shall not be accepted which, by nature of their size or appearance, give the reader the impression of being a part of the newspaper or magazine, or which contain advertisements of a third party. The orderer will be notified without delay of the rejection of an order.
- 9. Prompt submission of the advertising text and fautless copy or of the inserts, glued-in inserts etc. is the responsibility of the orderer. The publishing company shall demand immediate replacements for recognisably unsuitable or damaged copy. The publishing company warrants usual printing quality within the scope of possibilities of the copy

provided for the issue in which the order is to appear.

10. In the event of the printed advertisement being partially or entirely illegible, incorrect or incompletely reproduced, the orderer may claim price abatement or a faultless. replacement advertisement, but only to the extent to which the advertisement was impaired in its purpose. In the event of the publishing company allowing a reasonable extension period granted to it to elapse, or of a replacement advertisement again failing to be acceptable, the orderer has the right of candellation. Claims for compensation for collateral negligence, culpa in contrahendo or wrongful act are excluded even for orders placed by telephone; claims for compensation resulting form impossibility of performance and default are limited to compensation for forseeable damage and the compensation payable for the advertisement or insert in question. This does not apply to intent and gross negligence on the part of the publishing company, its legal representative or its vicarious agent. The liability of the publishing company for damage caused by lack of warranted qualifications remains unaffected. Nor is the publishing company liable in commercial business dealings for gross negligence on the part of vacarious agents; in all other cases the liability to merchants for gross negligence is limited to the forseeable damage to the value of the compensation to be paid for the advertisement in question. All claims by the orderer, with the exception of obvious deficiencies, must be asserted within four weeks of receipt of invoice and

11. Proofs will be supplied at the orderer's express wish. The orderer is responsible for the correctness of the returned proofs. The publishing company will act on all corrections to which attention is drawn within the period set at the time of despatch of the proof.

voucher copy.

- 12. Provided no particular size has been specified the order will be charged on the basis of the print height actually used usual for the type of advertisement.
- 13. Unless the orderer effects prepayment the invoice will be sent immediately, at all events however, fourteen days following

publication of the advertisement. The invoice is to be paid within the period specified in the price list an commencing from the receipt of the invoice, unless another period or prepayment has been agreed for the case in question. Any discounts for early payment will be granted in accordance with the price list.

- 14. In the event of default or delay in payment interest charges in accordance with those listed in the
- pricelist together with collection expenses will be levied. However, the orderer retains the right to
- furnish proof that the loss incurred is substantially less serious. In the event of default the publishing company may delay further performance of the current order until payment has been effected, as well as demand prepayment of the remaining advertisements. In the case of justified doubt in the ability of the orderer to effect payment the publishing company has the right, even during the duration of an advertisement contract, to make the appearance of further advertisements dependent upon the
- prepayment of the sum in question and of settlement of outstanding invoices without regard to the terms of payment originally agreed upon.
- 15. Upon request the publishing company will supply a voucher copy of the advertisement together with the invoice. Depending on the nature and size of the advertisement order clippings, tear sheets,
- complete voucher copies will be supplied. If it is no longer possible to obtain a voucher

copy, a legally binding certification confirming that the advertisement was published and disseminated will be provided by the publishing company in its stead.

- 16. The orderer shall bear the expense of the preparation of copy and drawings ordered, or of alterations requested by the orderer, or of reasonable alterations which differ sub-stantially from the version originally agreed upon.
- 17. Where a contract has been signed for the publication of a series of advertisements a claim can be deduced in the event of a reduction in the number of copies printed, if, on overall average for the insertion year commencing with the appearance of the first advertisement, the circulation falls below the average circulation quoted in the price list or otherwise specified, or, in cases where no circulation is specified, the average number of copies sold in the previous calendar year (in the case of specialist publications this may be the average number of copies actually disseminated). A reduction in the
- reduction in price if the reduction amounts to 20 % in the case of a circulation of up to 50.000 copies

print run is only a deficiency justifying a

- 15 % in the case of a circulation of up to 100.000 copies
- 10 % in the case of a circulation of up to 500.000 copies
- 5 % in the case of a circulation exceeding 500.000 copies
- Furthermore, reductions in contract price are excluded in cases where the publishing company informed the orderer of the reduction in circulation sufficiently early so as to allow the latter enough time to terminate the contract before the advertisement appeared.
- 18. In the case of box number advertisement the publishing company entrusts the custody and prompt forwarding of the offers to the

care of a serious businessman. Registered letters and express letters in reply to box number advertisements will be forwarded by standard post. Letters received in reply to box number advertisements will be kept for four weeks. Letters not collected within this period will be destroyed. The publishing company returns valuable documents. although no such obligation exists. In the interest and for the protection of the orderer the publishing company reserves the right to open offers received for examination to ensure that the box number service is not misused. The publishing company is not obliged to forward commercial recommendations or offers of mediation

- 19. Text and layout will only be returned to the orderer in response to a specific request so to do. The obligation to keep text and layout in safe custody elapses three months after expiry of the contract.
- 20. Place of performance is the registered office of the publishing company. In business transactions with merchants, juristic persons under public law or separate estates under public law the place of jurisdiction for legal action is the registered office of the publishing company. If the domicile or place of habitual residence of the orderer, even in the case of non-merchants, is unknown at the time of the commencement of an action. or if the orderer alters his/her domicile of place of habitual residence to a place outside the jurisdiction of the law following conclusion of the contract, the place of jurisdiction is agreed upon as being the registered office of the publishing company.

Additional conditions of acceptance of the publishing company

a) While exercising all due diligence when accepting and examining the advertisement copy, no liability attaches to the publishing company if misled or deceived by the orderer. By placing an advertisement order the advertiser undertakes to bear the expense of the publication of an counter-

representation referringt to actual claims made in the published advertisement in accordance with the advertisement rates valid at the time.

- b) The orderer bears the responsibility for the content and the legal permissibility of the text and illustrations provided for the insertion. It is incumbent upon the orderer to indemnify the publishing company with respect to the claims of third parties arising against the publishing company from the execution of an order, even if it was not suspended in time. The publishing company is not obliged to check orders and advertisements with a view to their infringing the rights of third parties. In the event of advertisements appearing which were not suspended in time, no claims of the advertiser can be made against the publishing company. The orderer also releases the publishing company from all claims resulting from infringement of copyright.
- c) Notification of cancellations must be given in writing. In the event of an advertisement being cancelled the publishing company can demand payment of the composition costs incurred.
- d) Cases of force majeure and industrial action for which the publishing company bears no responsibility release the publishing company from the obligation to fulfil contracts and to pay compensation.
- e) The publishing company accepts no liability for errors in the transmission by telephone of advertisements, changes of the appointed date of appearance or of the issue in which the advertisement is to appear, of corrections to the text, or of cancellations.
- f) Claims arising from incorrect printing of repeat advertisements are excluded if the advertiser had the opportunity of drawing attention to the error prior to the printing of the advertisement immediately following. The claim to payment of the publishing company remains unaffected.

g) The advertiser may lay retrospective claim to the corresponding discount for the actual

number of advertisements printed within the one-year period if, at the beginning of the period, he concluded a

contract which, in accordance with price list, would have entitled him to a rebate from the very

beginning. The claim to retrospective rebate lapses if not pressed within one month of the expiry of the one year period.

h) A tradé discount of ten percent on the standard price shall only be granted for direct advertising orders.

i) The publishing company reserves the right to fix special rates for advertisements in publishers

inserts, special publications and specials/ special editions. The publishing company further reserves the right to correct (credit notes, additional charges) incorrect invoices within six months of the making out of the invoice.

j) Space brokers and advertising agencies are obliged to adhere to the prices listed by the publishing company when making their offers to, as well as concluding contracts and settling accounts with advertisers. The agency commission granted by the publishing company may not be passed on to the advertiser either in full or in part.

- k) Personal liability of the representative of an orderer: If the orderer is a juristic person, or otherwise limited liability (eg. GmbH), the person signing on behalf of the orderer is personally liable to the publishing company as a guarantor who has waived his plea of primary recourse against the principal debtor.
- I) Data protection: Pursuant to §26 of the (German) Federal Data Protection Act we draw attention to the fact that within the framework of the business relations the required customer and supplier data are stored with the aid of electronic data processing equipment.

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