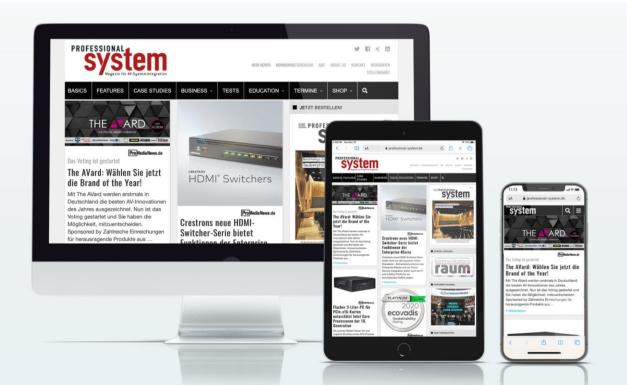


# **PROFESSIONAL SYSTEM MEDIA DATA 2023**

**Media brand for ProAV** 





# ÜBERSICHT



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•	Print Products	<u>7</u>
•	<u>Digital Products</u>	<u>12</u>
•	Job Portal	<u>19</u>
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# TARGET GROUP UNIT

### **Professional Technology & Live Communication**

Since the late 1980s, the cultural and creative industries have developed into one of the most dynamic sectors of the global economy. It not only produces significant cultural and creative products and services - it is also of great importance to the national economy.

More than 258,790 enterprises and over 1.2 million core employees are active in the cultural and creative industries in Germany.

With a gross reach of over 200,000 contacts per month, our media address technical service providers, designers, planners, investors in the event industry, the MICE market, live communication and AV/IT system integration. Increased by the Corona crisis, new technologies and concepts are receiving more attention.

In addition to live production, our media also inform about trends such as virtualisation, streaming, IT, VR/AR, AI, cloud solutions, collaboration, remote productions as well as new developments in communication at POI and POS, build up the necessary know-how and make our community fit for the changes after the Corona pandemic.

With the new formats LEaTcon, Human X Works, The AVard and MOONOVA, we have expanded the portfolio with trade fairs and events, an academy and awards.





THE PRODUCTION EXERT PROMEDIA PARTNER PARTNER PARTNER PROMEDIA PRO







# **PORTRAIT**



# Your market access to the professional AV 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 D/A/C/H

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.

# MULTIPLATFORM PUBLISHING, TARGET GROUP



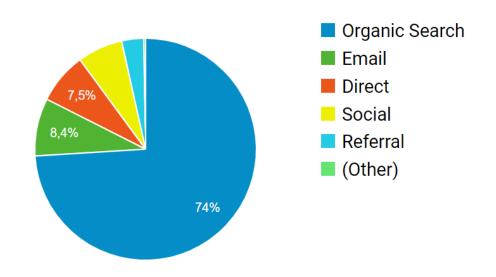
# Multiplatform publishing and the digital transformation

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

# Top-Channels



# REACH, DATES, PRINT



in	2.099 LinkedIn Follower
•	1.465 Facebook Fans
20	5.253 Xing Follower
	15.815 Unique Users
•	23.786 Page Impressions
	1.777 Newsletter Subscribers
	6.100 print circulation (TvA)

Issue	Date of publication	Advertising deadline	Printing deadline
1	27.01.2023	19.12.2022	09.01.2023
2	17.03.2023	16.02.2023	24.02.2023
3	28.04.2023	29.03.2023	05.04.2023
4	16.06.2023	17.05.2023	24.05.2023
5	18.08.2023	19.07.2023	26.07.2023
6	22.09.2023	24.08.2023	01.09.2023
7	27.10.2023	28.09.2023	06.10.2023
8	15.12.2023	16.11.2023	24.11.2023

# **FORMATS PRINT**



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

	Bleed formats (width x depth)	Area formats (width x depth)	Advertising rates 4C
2/1	426 x 280	394 x 250	9.700 Euro
1/1 Inside front cover Inside back cover	213 x 280	181 x 250	4.950 Euro 4.980 Euro 4.960 Euro
Black cover  2/3 vertical	137 x 280	121 x 250	5.100 Euro  4.230 Euro
2/3 horizontal	213 x 184	181 x 165	
1/2 vertical	103 x 280	87 x 250	3.240 Euro
1/2 horizontal	213 x 142	181 x 123	
1/2 2-columns	137 x 184	121 x 165	

# **FORMATS PRINT**



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

	Bleed formats (width x depth)	Area formats (width x depth)	Advertising rates 4C
1/3 vertical	74 x 280	58 x 250	2.370 Euro
1/3 horizontal	213 x 99	181 x 80	
1/3 2-columns	137 x 139	121 x 120	
1/4 vertical	58 x 280	42 x 250	1.790 Euro
1/4 horizontal	213 x 78	181 x 59	
1/4 2-columns	103 x 139	87 x 120	
1/6 vertical		59 x 127	1.170 Euro
1/6 horizontal		122 x 63	

# **SUPPLEMENT**



### **Inserts**

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

Price up to 25 g single weight 400 Euro per 1.000 copies, over 25 g single weight on request

Max. size 200 x 270 mm

# **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.

Price on request

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.

Price on request per 1.000 copies plus postage.

Before we can proceed 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 ADVERTISEMENT FORMATS PRINT





**Price on request** 

# **BUSINESS GUIDE / FEATURED CHANNEL**

# **Print and Online**



### **Business-Guide**

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

Price

295 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

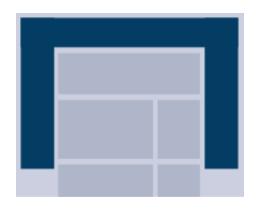
You can find an example **here**!



# **DISPLAY AD-FORMATS**



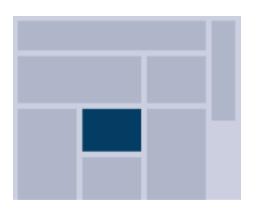
# **Display Banner**



# **Fireplace**

Desktop left/right 290 x 1080 Pixel Width 1600 x 1080 Pixel, Recess 1020 Pixel, Leaderboard 90 x 1020 Pixel Mobile interstitial 320 x 480 Pixel

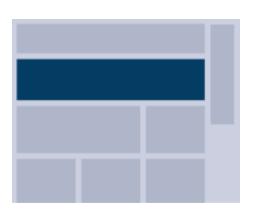
**CPM \*: 249 Euro** 



# Rectangle

300 x 250 Pixel

**CPM \*: 149 Euro** 



### **Billboard**

Desktop 980 x 250 Pixel, Mobile 320 x 100 Pixel

**CPM \*: 199 Euro** 



# Halfpage Ad

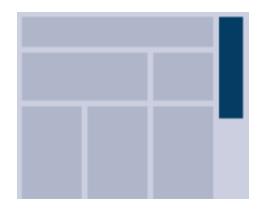
300 x 600 Pixel

**CPM \*: 179 Euro** 

# **DISPLAY AD-FORMATS**



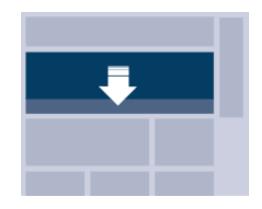
# **Display Banner**



# Skyscraper

Desktop 160 x 600 Pixel, Mobile 320 x 100 Pixel

**CPM \*: 159 Euro** 



### **Pushdown Billboard**

**CPM \*: 239 Euro** 

\* 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

# **DISPLAY AD-FORMATS**



### 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

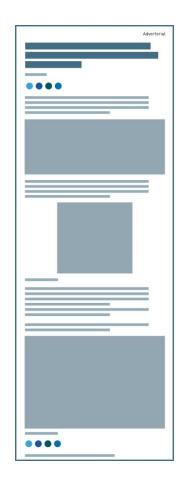
# Price on request!

### **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

### Basic - 1.480 Euro

1.500 characters (with spaces), max. 8 Pictures (1.024 x 682 Pixel), Video, Link

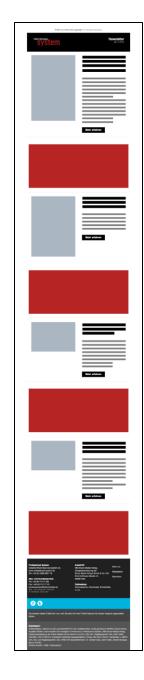


# **AD-FORMATS NEWSLETTER**

**Newsletter Banner** 

**Daily Newsletter** - jeweils Monday, Wednesday, Thursday, Friday und Saturday **Weekly Newsletter** - jeweils Tuesday Deliveries on 6 days a week.

Ad-formats	Formats
Billboard	580 x 250 Pixel + Link
Image-text-ad	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
Position	Price per week
1. Position	415 Euro/week
2. Position	395 Euro/week
3. Position	375 Euro/week
4. Position	345 Euro/week





**Dataformat** JPEG or GIF-Banner (no animated GIF-Data) **Datasize** max. 50KB

# **AD-FORMATS SPECIAL NEWSLETTER**



	Topic*	Date of Publication	Data delivery
1	ISE Preview	26.01.2023	12.01.2023
2	Collaboration & Conferencing	23.02.2023	09.02.2023
3	LED Walls	23.03.2023	09.03.2023
4	Media and room control	20.04.2023	06.04.2023
5	AV over IP	25.05.2023	11.05.2023
6	Digital Signage	22.06.2023	07.06.2023
7	Hybrid Working	20.07.2023	06.07.2023
8	Projection	24.08.2023	10.082023
9	Hybrid Learning	21.09.2023	07.09.2023
10	Smart Building	19.10.2023	05.10.2023
11	Videobars	23.11.2023	09.11.2023
12	Audio & Acoustic	14.12.2023	30.11.2023

Advertising formats	Formats	Price
Billboard	580 x 250 Pixel, Link, max. 50 KB	<ol> <li>Position – 595 Euro</li> <li>Position – 545 Euro</li> <li>Position – 495 Euro</li> <li>Position – 445 Euro</li> </ol>
Sponsored Post	Headline max. 75 characters with spaces,text 280 characters with spaces,image 255 x 170 pixels,link to customer URL	595 Euro
Attention boost	Prominent placement among TOP Posts 1-3	Zzgl. 195 Euro

<sup>\*</sup> Topics and dates subject to change

# **LEAD GENERATION**



# **Lead Generation Campaign**

- Your whitepaper, study, case study or product information on Professional System Online
- The download campaign runs until the lead quantity you set is reached
- Brief description and preview tease your whitepaper and lead the user to the download
- We collect the following qualifiers for you: title, first name, last name, e-mail, company, function, industry and company headquarters (country).
- We manage the campaign on all of the publisher's online channels to generate your leads
- We create the advertising materials for your whitepaper campaign
- After the end of the campaign, we archive your whitepaper permanently on professional-system.de

Teaser campaign for lead generation from **3.500 Euro**, cost per lead **79 Euro**. You define the number of leads



# **CONTENT MARKETING**



# **Stand-alone-Mailing**

With stand-alone mailing, you address your advertising message exclusively to up to 12,000 addresses.

Price 1.800 - 3.800 Euro

### **Native Advertisement**

Native advertising is storytelling. Your advertising/brand message is published with the help of an editorial action (story) in the editorial environment of our platforms. Or your company (offer) is an integrated part of an editorial topic without direct product advertising, because native advertising supports you sustainably in establishing and expanding the authority to interpret your company and your offers in the target group relevant to you.

# **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/agb



### Discount per Ad on Listed price

(refers to a period of 12 months from booking on listed price)

3 ads	16 %
5 ads	21 %
10 ads	26 %
20 ads	39 %





# 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
- 6 Film&TV Kamera Circulation 5,000 TvA \*) / 10 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 € 499,-.

ADS	Title 1 or 2 or 3 or 4	Surcharge on 1 Online Job Ad
1/1 page	181 x 250 • • • 144 x 223 •	+1.220,00€
1/2 page hor	213 x 142 ••• •144 x 109 •	+ 560,00 €
1/2 page ver	103 x 280 ••• • tical 71 x 223 •	+ 560,00 €

ADS	Title 1 or 2 or 3 or 4	Surcharge on 1 Online Job Ad
1/4 corner	103 x 139  • • •  71 x 109 •	+ 290,00 €

Format in print space, width x height in mm

Prices in euro plus VAT/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/agb









### **DATES 2022/23:**

Title 0000 / Publishing date / Submission Deadline							
January 22	<b>3</b> 27.01. / 06.01.	July 22					
February 22	① 24.02./03.02. ② 24.02./03.02. ③ 17.02./01.02.	August 22 18.08. / 28.07. 18.08. / 01.08.					
March 22	<b>1</b> 24.03. / 03.03. <b>1</b> 17.03. / 24.02. <b>1</b> 17.03. / 01.03.	September 22 01.09. / 11.08. 01.09. / 11.08. 022.09. / 15.09. 015.09. / 30.08.					
April 22	1 21.04. / 31.03. 2 21.04. / 31.03. 2 28.04. / 06.04. 2 21.04. / 03.04	October 22 06.10. / 15.09. 27.10. / 06.10. 27.10. / 06.10. 20.10. / 04.10.					
May 22	<b>0</b> 26.05. / 05.05. <b>0</b> 20.05. / 02.05.	November 22 03.11. / 13.10. 020.10. / 04.10.					
June 22	<b>1</b> 23.06. / 02.06. <b>3</b> 16.06. / 26.05. <b>1</b> 16.06. / 26.05. <b>3</b> 23.06. / 01.06	December 22					

Contingents				
Discount per Ad off listed price (refers to a period of 12 months from booking on the listed price)				
3 ads	16 %			
5 ads	21 %			
10 ads	26 %			
20 ads	39 %			

# **EVENTS 2023**

The AVard



# The ProAV award for the D/A/CH region

Outstanding products, solutions and installations deserve a big stage. Just like the people who develop and distribute them.

The AVard puts the drivers of the AV industry in the spotlight and the who's who of the industry meets at the first-class networking on the occasion of the award ceremony in a special setting.

The AVard offers attractive sponsorship opportunities.

To learn more about The Avard please visit <u>www.the-avard.de</u>





# **EVENTS 2023**



**LEaT** 

**LEaT** stands for "Live, Entertainment and Technology" and thus unites all players from the entertainment industry: services and technology find their place here just as much as technological developments, whether from the live/touring or the fixed installation sector. In this way, the previously mostly separate sub-disciplines are linked together in the new hub for entertainment technologies: LEaT sees itself as an overarching industry platform that, with its independent, complementary pillars **LEaT con, LEaT con X, LEaT Academy and LEaT Jobs**, sustainably strengthens networking, cohesion and the exchange of ideas among the industry all year round.

The motto "Sharing Knowledge. Shaping the Future." describes the basic idea of knowledge exchange and joint advancement of the event industry - because LEaT is from the industry and for the industry and invites you to join in and help shape it. You too can be part of it. Be part of LEaT!











# **EVENTS 2023**



LEaT con, LEaT con X, LEaT Academy

**LEaT con** is the new networking convention for the event industry, which deliberately breaks away from the classic trade fair concept and focuses on the exchange of ideas among each other. Its unique mix of exhibition and customer experience will inspire visitors to LEaT con and sustainably support and promote the community spirit of the industry.

**LEAT con X** is a series of exclusive events aimed at specific industry segments. Current pain points are intensified on a Main Stage through keynotes and discussion panels and encourage exchange and joint solutions. By varying the venues, the LEAT con X events can be seen as a kind of "roadshow" format to the major LEAT con.

**The LEaT Academy** provides the industry with specialist training all year round. It offers knowledge and information tailored to the needs of the entertainment market. The content of the topics is generated directly from the acute needs of the individual industry participants and translated into training and information offerings.

The merger of the specialist brands PRODUCTION PARTNER, EVENT PARTNER, PROFESSIONAL SYSTEM and FILM&TV KAMERA makes LEaT Jobs the perfect environment for job advertising in the fields of event, event technology, AV system integration, film production and entertainment.



# **CONTACT**



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E-Mail	frauke.meilinger-dressen@ebnermedia.de	Price annual subscription	Domestic: € 33,70/ year incl. Postage Foreign countries € 43,40/ year incl. Postage

# **TECHNICAL DATA**



# **Information for Printing Process**

Magazine format: 213 x 280 Method of printing: digital Printing 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.

# **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 youcher copy.

### **Proframmes**

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 i mages 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.

### **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.

# **GENERAL TERMS AND CONDITIONS**



- "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.
- 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.
- 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".
- 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 justifled 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.

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 voucher copy.

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.

- 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.
- 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 justifled 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, or

complete voucher copies will be supplied. If it is no longer possible to obtain a voucher

# **GENERAL TERMS AND CONDITIONS**



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 print run is only a deficiency justifying a reduction in price if the reduction amounts

 $20\ \%$  in the case of a circulation of up to  $50,\!000$  copies

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.

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.

cancentations.

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 flx 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

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.

October 2005



Heike Pietsch

