

MEDIA IMPACT

GENERAL TERMS AND CONDITIONS FOR ADVERTS AND OTHER ADVERTISING MATERIAL

IN NEWSPAPERS - New version January 2023 -

The following General Terms and Conditions (hereinafter "the GTC") govern the relationship between the marketer and the client for the placing and execution of advertising orders for newspapers marketed by the marketer including the related and offline readable mobile and Tablet-PC applications ("Apps") and e-papers (hereinafter jointly "newspapers"), unless agreed otherwise in text form. The client can access, print out and also download and store these GTC at any time in their current form at www.mediaimpact.de/en under „Media Data/General Terms and Conditions”

1. Definitions

1.1 "Offer" within the meaning of these GTC is the marketer's offer for the placing and publishing of advertising material(s) in newspapers for the purpose of dissemination. Unless expressly marked as a binding offer, the marketer's offers are non-binding and are subject to the proviso of the offered services being available.

1.2 "Advertising order" within the meaning of these GTC is a client's offer on the publishing of one or more adverts or other advertising material (hereinafter referred to collectively as "advertising material ") of an advertiser or other advertising space buyer (hereinafter referred to collectively as "advertiser") in a newspaper for the purpose of dissemination. A client can be an agency or an advertiser itself.

1.3 A "closing" is a contract for the publishing of several advertising materials adverts in accordance with the discounts to be granted to the client pursuant to the rate card, whereby the pertinent publications are to be called down by the client. If a closing grants the right to call down individual advertising material, the publication date of the last advertising material must fall within one year of the publication of the first advertising material (hereinafter referred to as "insertion year"), unless expressly agreed otherwise in a specific case.

1.4 "Marketer" is Media Impact GmbH & Co. KG for all newspapers it markets, even if they are published by third parties. In the case of marketing of B.Z. and/or BILD BERLIN-BRANDENBURG by Axel Springer SE, this shall take the place of Media Impact GmbH & Co. KG.

2. Conclusion of contract

2.1 In the case of an advertising order, a contract comes about, unless expressly agreed otherwise in a specific case, through the publication of the advertising material (in the case of several advertising materials, the first advertising materials) or the marketer's confirmation in text form. In so far as the marketer makes a binding offer, the contract comes about through the client's declaration of acceptance.

2.2 In so far as agencies place advertising orders, the contract comes about with the agency, subject to differing agreements in text form. The agency undertakes to provide the marketer with a commercial register extract which shows the brokering of advertising orders as proof of trade and a proof of mandate upon request before the contract is concluded.

2.3 Advertising orders from advertising and media agencies shall only be accepted for advertising clients with an exactly defined name. Advertising for the products or services of advertisers other than named during the booking shall require the marketer's prior consent in text form in every case.

2.4 In so far as the marketer has marketed orders or closings via third parties, those third parties shall act as the marketer's agent and for the latter's account.

2.5 In so far as the granting of agency commission is not excluded, a 15% agency fee on the net invoice value, i.e., on the invoice total without value-added tax and after deduction of discounts, shall be paid for all orders placed via an advertising agency accredited by the marketer. Excluded here from are in particular setup fees, technical costs and also remunerations for creative services.

2.6 Changes and additions to a contract and also deviations from these GTC shall require the text form. For changes and additions to contracts, this shall also apply for revoking the written form clause.

2.7 In the case of agency bookings, the marketer reserves the right to pass on the booking confirmations to the agency's client, too.

3. Publication of advertising material and scaling

3.1 If advertising material is to be published only on certain publication dates or in specific positions of the newspaper, this shall require an express agreement with the marketer. The orders for such advertising material must be received by the marketer in such good time that the client can be informed before the advertising closing date if the order cannot be executed in that manner. Classified adverts shall be printed under the appropriate heading without this requiring an express agreement.

3.2 For publication in the digital issues of newspapers, the marketer shall be entitled to adapt the print materials available for the paper-based issues to the pertinent requirements of the digital issue. The presentation can thereby differ from the printed appearance in the paper-based issue. To avoid such differences, the client can request the exact specifications from the marketer for providing advertising material already adapted to the digital issue. For publication of adverts in the digital issues of the newspapers, the advertising material shall be largely scaled proportional to the size of a page in the digital issue relative to the printed issue. In addition, the positions in the printed issue shall be ensured equivalent positions in the digital issues.

3.3 If no particular size instructions are given, the charge shall be based upon the standard actual font size of the printed issue according to the type of advertising material.

3.4 Exclusion of competitors' advertising material is never assured.

3.5 The marketer distributes inserts with due business care, whereby up to 3% wrong deliveries or loss is deemed typical in the trade.

3.6 In addition to the nordic format, parts of the paper edition can also appear in the smaller tabloid format, i.e. advertisements appear there scaled accordingly compared to the nordic format. The client is aware that the distribution of the paper edition to the respective formats is at the free direction of the publisher. The marketer is entitled to adapt advertising media to the size and requirements of the publisher. The marketer is entitled to adapt advertising media to the size and requirements of the tabloid format. Bookings by the advertiser for the paper edition shall always include the nordic format and tabloid format, even without an explicit agreement between the parties, provided that the tabloid format is also published. The publication of advertising material in tabloid format shall not constitute a deficiency and shall not give rise to any warranty claims on the part of the customer. At the request of the client, a separate print material for the tabloid format can be supplied.

4. Duties of the client, marking of advertising material and the marketer's right of refusal

4.1 The client shall be responsible for the contents provided, in particular his advertising material and the websites to which the pertinent advertising material links and also the products advertised therein, being so designed that they do not breach statutory provisions and in particular comply with youth protection, press, competition, trademark, copyright, medical advertising, data protection, criminal and media services law provisions.

4.2 In the event of a breach of sentence 1, the client shall hold the marketer free and harmless from all and any costs incurred by the marketer as a result, including legal defence costs, in their entirety upon first request. The marketer owes no duty to examine the advertising material prior to placing and publishing the same.

4.3 The marketer reserves the right to refuse advertising material, in particular, if

- their contents breach laws or official regulations or
- their contents have been objected to by the German Advertising Council in complaint proceedings or
- their publication breaches rights of third parties or the interests of the marketer due to the content, the design, the origin or the technical form or
- other advertising material (in particular inserts, bound-in items etc.) cannot be enclosed with or attached to the object for technical reasons.

Any refusal of advertising material shall be notified to the client without undue delay. In the case of advertising material whose appearance resembles the editorial design of the newspapers, the marketer reserves a right of objection within the scope of its journalistic remit. Advertising material

with an editorial design must be clearly distinct from the basic font of the newspapers and be marked with the word "advert". Advertising material which are not apparent as advertising content due to their design can be clearly marked as such by the marketer with the word "advert".

4.4 Advertising material containing the advertising of or for third parties (joint advertising), shall require the marketer's prior consent in text form in each individual case. The advertisers are to be named. The marketer reserves the charging of a joint-advertising surcharge and/or a different discount rate.

4.5 If the client has already been given or is given a written warning or has already rendered or renders a cease-and-desist declaration because of the content of advertising material, the client undertakes to inform the marketer to that effect without undue delay. If the client breaches this duty, the marketer shall not be liable for the harm incurred by the client from a repeated publication of the challenged advert (contents).

5. Transfer of printed matter

5.1 It shall be the client's responsibility to supply compliant templates for advertising material, in particular meeting the marketer's format or the technical specifications for creating and transmitting print layouts (see also the information about technical specifications and transmitting print layouts in the pertinent rate card) in good time for the closing date for printed materials stated in the pertinent rate card and appropriately marking the same for use by the marketer. For publication in digital issues, templates are to be supplied as per the marketer's technical specifications for creating and transmitting online advertising media. If any defects in the client's print layouts are not immediately apparent, the client shall have no right to any claim in the event of an unsatisfactory print. Undesired printing results which arise from the client's deviation from the marketer's recommendations shall likewise not give rise to any claim for a price reduction. The same shall apply for errors in repeat advertising material, if the client fails to point out the error before the printing date of the next advertising material. The marketer owes no duty to check the print layouts for completeness and correctness.

5.2 The client shall bear the marketer's costs for changes to the layouts requested or caused by the client. In the case of difficult composition work which requires more than normal effort, the marketer reserves the right to invoice the same as actually incurred. Agreed is the usual quality of advertising material for the publication in which the advertising material has been placed subject to the specifications in the rate card and the order confirmation within the scope of the possibilities determined by the print layouts and the technology used by the printing company.

5.3 Before sending layouts digitally, the client shall ensure that the files sent are free from computer viruses. To that end, the client is in particular obligated to use customary anti-virus programs which represent the current technical state of the art. If the marketer discovers sources of harm of the aforementioned nature on a file sent to it, the marketer shall no longer use that file and shall erase the same, in so far as this is required to prevent or limit harm (in particular to avoid the source of harm spreading to the marketer's IT system), without the client being entitled to demand damages in this context. The marketer reserves the right to resort to the client for damages if the marketer has suffered harm or losses from such sources of harm infiltrated by the client.

5.4 If an advertising order is not carried out or is carried out wrongly, because the client has breached participation duties, in particular supplying production templates late, incompletely and/or with defects or wrongly labelled or the same were deleted pursuant to Clause 5.3, the marketer shall still have a claim to the agreed remuneration.

5.5 Independently of the digital print layouts, an order in text form with motif marking has to be placed. Supplying the print layouts alone shall not constitute the placing of an order.

5.6 Print layouts shall only be returned to the client upon specific request. The duty to retain the print layouts shall end one month from the initial publication of the advert or other advertising material.

6. Defects

6.1 If the publication of the advertising material does not meet the contractually owed quality or performance, the client shall be entitled to a reduction of payment or a satisfactory replacement publication, albeit only to the extent that the purpose of the advertising materials was impaired.

The marketer shall have the right to refuse a replacement publication, if

- (a) this requires an effort that is grossly disproportionate to the client's interest in performance with regard to the content of the obligation owed and the principles of good faith, or
- (b) this would be possible for the marketer only with unreasonably high costs.

If the marketer allows a reasonable grace period granted for the replacement publication to lapse or the replacement publication is once again not defect free, the client shall have a right to a reduction of payment or cancellation of the order. In the case of minor defects in the advertising material, cancellation of the order shall hereby be excluded.

6.2 The client shall check the advertising material without undue delay after publication. Notices of defects must be asserted against the marketer without undue delay after publication, unless the defect in question is not apparent, in which case the period shall be six months.

6.3 The marketer shall be liable for all harm, be it under breach of contractual duty or tort, subject to the following provisions:

(a) In the case of gross negligence, the liability towards entrepreneurs shall be limited to reimbursement of the typical foreseeable harm; this restriction shall not apply, in so far as the harm was caused by the marketer's legal representatives or senior employees.

(b) In the case of simple negligence, the marketer only shall be liable, if a cardinal contractual duty was breached, a guarantee was given or in the case of wilful deceit. Cardinal contractual duties are such duties whose fulfilment renders the proper execution possible in the first place and on whose compliance the contractual partner does and may rely. In such cases, the liability is restricted to typical foreseeable harm. In the case of liability for typical foreseeable harm alone, there shall be no liability for indirect losses, consequential losses or foregone profit.

6.4 All claims against the marketer under breach of contractual duties shall be time barred one year from the start of the statutory time period, unless they are based on intentional or grossly negligent behaviour; or fatality, personal injury or impairment of health is involved; in such cases, the time bar shall be governed by the statutory provisions.

6.5 In the case of claims under the Product Liability Act and also fatality, personal injury or impairment of health, the marketer shall have unlimited liability under the statutory provisions.

7. Payments

7.1 The invoice is due and payable within the period apparent from the invoice, unless agreed otherwise in text form in the specific case. A cash discount of 1% of the invoice amount including applicable VAT shall be granted upon advance payment of the total invoice amount before the start of performance or if a direct debit authorisation is issued at the latest when the order is placed and as long as that direct debit authorisation is not revoked. The marketer reserves the right to demand advance payment prior to the advertising closing date in reasonable circumstances, such as the start of new business dealings. If settlement of invoice by direct debit has been agreed, the marketer undertakes to notify the client about the amount and debit date in advance. Said pre-notification shall be provided one working day before debiting at the latest. Invoices shall always be sent electronically. Upon request, the marketer shall provide a printed invoice by post; the marketer reserves the right to demand separate fees for this.

7.2 The client can offset the marketer's claims only against uncontested or final and binding claims. The client may only exercise a right of retention in so far as the counterclaim is uncontested or final and binding and is based on the same contractual relationship.

7.3 The marketer can postpone further performance of the current advertising order or closing until payment and demand advance payment for the remaining adverts.

7.4 Where there are justified doubts about the client's solvency, the marketer shall be entitled, also during the term of a contract, to make the appearance of further advertising material dependent on advance payment of the amount, regardless of an originally agreed payment period, and on the settlement of outstanding invoiced amounts.

8. Specimen copy

Upon request, the marketer shall supply a specimen copy of advertising material, this Specimen copy will generally be provided digitally, e.g., via access to the corresponding e-paper; unless the client requests a printed copy when placing the order or no e-paper is available. The marketer reserves the right to demand separate effort-based remuneration for mailing the copy. If a specimen copy can no longer be procured, it shall be replaced by a legally binding certificate from the marketer on the publishing and dissemination of the advertising material. No copies can be supplied for word or classified adverts.

9. Box number adverts

In the case of box number adverts, the marketer shall apply the care of a diligent merchant for storing and timely furthering of incoming responses. Registered and express letters received for box number adverts shall be furthered by normal post only. The other responses to box number adverts shall be held for four weeks. Responses not collected within that period shall be destroyed. Letters which exceed the permissible DIN A4 format (weight 50 g) and also goods, books, catalogues and small parcels are excluded from furthering and shall not be accepted.

10. Rate cards

10.1 Prices are always quoted net of the pertinent statutory sales tax; this shall apply in particular for prices quoted in advertising orders and rate cards.

10.2 In so far as the rate card of the title refers to text millimetre lines, text millimetre lines will be converted into advertising millimetres based upon price to compute the acceptance quantities.

10.3 The marketer shall be entitled to change prices at any time with effect for the future. Price changes for advertising contracts are effective, if they are announced by the marketer at least one month before publication of the advert; in that case the client shall have a right of rescission.

The right of rescission must be exercised within 14 days of receiving the change notification in text form concerning the price increase. The right of rescission shall not apply for orders to be carried out under a recurring obligation. In such cases, changes to the rate card shall become effective immediately, unless expressly agreed otherwise.

10.4 Text-section adverts within the meaning of the rate cards are adverts bordered by editorial text on at least three sides and not by other adverts.

10.5 In so far as the client agrees individual terms and conditions outside the rate card with the marketer, this shall void all and any rate card discounts.

11. Affiliated companies

If joint discounting applies for affiliated companies, this shall require proof of the advertiser's affiliated status in text form. Affiliated companies within the meaning of this Clause are companies between which there is capital participation of at least 50%. The affiliated status is to be proven for corporations by a public accountant's confirmation or presentation of the last annual financial statements, for partnerships by presentation of a commercial register extract upon the marketer's request. The group discount must be claimed when the contract is concluded at the latest. Later claiming shall not be recognized retrospectively. Group discounts outside the rate card shall always require express confirmation in text form by the marketer. Group discounts shall only be granted for the duration of the affiliation. The ending of said affiliation is to be notified without undue delay; the ending of the affiliation shall also terminate the joint discounting.

12. Transfer of rights and warranty

12.1 The client shall be responsible for provided layouts not breaching the rights of third parties. The client warrants being the owner of all rights of use and exploitation required for placing and publishing the provided layouts and that he is entitled to dispose over the same. In the case of layout production by the marketer, the client also declares that he holds all rights required to produce the advertising material. He shall to that extent hold the marketer free and harmless from all claims of third parties upon first request. This also includes legal defence costs. The client undertakes to support the marketer with information and documents in the legal defence against third parties.

12.2 The client shall transfer to the marketer for the provided contents the non-exclusive copyrighted use, neighbouring, brand and other rights, in particular the rights of reproduction, dissemination, transmission, broadcasting, the archiving right to make publicly accessible, extraction from a database and retrieval, including all known technical methods and all known forms of online media, required for production and publication of the advertising in print, online and tele media of all and any kind, including Internet, to the extent necessary in terms of time and content for the performance of the order. The marketer shall also receive the perpetual right for own promotion of the marketer and the pertinent items. The aforementioned rights shall in all cases be transferred without spatial limit and are freely transferable to third parties.

12.3 All and any concepts and elements underlying the marketer's offers are protected by copyright and competition law and are to be treated in confidence by the client. Said concepts may in particular not be passed on to third parties either in this or any adapted form or be used by the client for own purposes outside the scope of the contract.

12.4 If a graphic or in another manner the name, logo, company identifier, trademark, work title or other business designation is used in conjunction with the advertising material, the client shall grant the marketer for the term of the contract the non-exclusive, non-transferrable right to use the graphic or the corresponding mark in the pertinent advertising material.

12.5 Advertising material themes (promotions) designed by the marketer for the client may only be used for advertising material in the titles/issues booked with the marketer to that end. No further rights shall be granted.

13. Term

13.1 The contract shall end when the agreed contractual term expires.

13.2 This shall be without prejudice to the right to extraordinary termination for good cause after prior written warning. The termination is to be effected in writing. A right to termination without notice for good cause arises in particular, if one of the parties repeatedly breaches a cardinal contractual duty despite a written warning, fails to cease or rectify the consequences of an ongoing breach of contract within a reasonable period, a written warning or an injunction has been obtained against one and/or both parties and/or against a newspaper marketed by the marketer due to a contractually agreed performance or the marketer has a grounded suspicion that the client or the provided contents breach(is) or has/have breached valid legal provisions, in particular the Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or the applicable advertising guidelines; a grounded suspicion arises once the marketer has indications based on facts for a breach of legal provisions, in particular from the initiation of preliminary proceedings against the marketer, the client and/or the newspapers marketed by the marketer or from the instruction of the pertinent authority to give a statement. There shall also be grounds for termination without notice if enforcement measures are conducted against one of the contractual parties and not ceased within one month.

14. Disruption of the contractual relationship through force majeure

In the case of operational disruptions or force majeure, industrial unrest, confiscation, traffic disruptions, general raw material or energy shortages, pandemic effects and the like - both at the enterprise of the marketer and also in third-party enterprises to which the marketer resorts to meet its obligations - the marketer shall be entitled to full payment of the published advertising material, if the marketing object has been shipped by the marketer with 80% of the circulation sold on average in the last four quarters or otherwise assured. In the case of lower delivery quantities, the invoiced amount shall be reduced by the same ratio as between the assured and the actually delivered circulation. The marketer reserves the right to postpone publication dates for justified reasons. This shall not give the client any claims whatsoever against the marketer.

15. Involvement of third parties

The client shall require the marketer's prior consent in text form for full or partial transfer of his rights and duties under the advertising order. The marketer shall be entitled to resort to third parties to fulfil its obligations under the advertising order.

16. Data protection

The client undertakes to comply with the pertinent valid statutory provisions on data protection, in particular the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (FDPA). The client shall bind his employees and vicarious agents and their employees to abide by those provisions.

17. Order cancellations before the start of performance

The client can cancel contracts subject to the following conditions after they have been concluded. Contracts must be cancelled in text form for the attention of the client's contact person at the marketer. The marketer shall permit cancellation free of charge pursuant to the cancellation period set forth in the pertinent rate card. Definitive for the date of the cancellation is receipt of the letter by the marketer. If this cancellation period is not met, the client has to pay 100% of the net order value plus VAT.

The following forms of advertising shall be governed by differing periods or compensation payments with respect to advertising orders in newspapers: For cross media offers, competitions, influencer campaigns, cancellations are free of charge. Thereafter, 30% of the net order value shall be payable.

In the case of cooperations, cancellations with respect to advertising orders for advertising material in newspapers are possible free of charge up to six weeks before the agreed start of placement. Thereafter, 70% of the net order value shall be payable. Here too, cancellation is excluded after the agreed start of placement.

Cancellation of advertising orders made in connection with sponsorship is excluded. This applies to all advertising services that are booked in connection with the sponsorship in terms of time or content.

Technical costs and costs for creative services incurred up to the date of the cancellation for the booking shall be invoiced to the client in full.

18. Confidentiality and press

18.1 Unless agreed otherwise in text form, the contractual parties shall treat details of the contractual relationship, in particular the prices and conditions, and also business secrets made known to them directly or indirectly by the pertinent other party during the performance of the contract in strict confidence. This shall not apply, if a disclosure is ordered by a court of law or public authority or is required to uphold rights against the pertinent other contractual party before a court of law. The marketer is also entitled to disclose the content of the advertising order to the third parties involved pursuant to Clause 16 and to affiliated companies pursuant to Sections 15 ff. Corporation Act. The obligation shall remain binding during the entire term of the contract and indefinitely after the same ends.

18.2 The marketer shall be entitled to pass on the gross advertising sales of the client and advertisers at the product level to Nielsen Media Research or comparable institutions for publication.

18.3 Press releases and other public statements to third parties about the business relationship between the marketer and the client or concerning the details of agreements reached shall require the marketer's prior release. This shall apply likewise for logo presentations for logos supplied by the marketer.

19. Final provisions

19.1 All and any additional terms and conditions stated in the rate card shall apply in addition to these General Terms and Conditions.

19.2 Changes to the GTC shall be notified to the client in text form and also at www.mediaimpact.de/en under „Media Data/General Terms and Conditions“. They shall be deemed approved by the client, in so far as the latter does not object in text form within one month from notification.

19.3 The applicability of general contractual or business terms and conditions of the client is expressly excluded. This shall apply even if applicability of such conditions of the client was not expressly rejected and/or the marketer renders the performances without objection, i.e., advertising material is placed and published without objection.

19.4 Place of fulfilment is the marketer's registered offices. The legal forum is the marketer's registered offices. German law shall apply to the exclusion of the laws on the international sale of goods.

Additional terms and conditions of BILD and BILD am SONNTAG

a) Advertising insertions in higher-level issues have priority over the adverts scheduled for partial circulations (placements in partial circulations always arise if and when less than the total issue is scheduled) even if they are submitted later. Adverts in partial circulations may possibly have to be postponed for the aforementioned reasons.

b) The placing of adverts envisaged for a certain page in the DEUTSCHLAND-GESAMT booking shall be effected in the other partial circulations (regional editions) for technical reasons within the framework of the possibilities available.

c) Clients who do not want individual regions included in their insertion in larger booking units shall not receive any price discounts due to the resulting technical difficulties.

d) The maximum format for adverts with text borders in BILD is 420 mm high. Adverts larger than 420 mm shall be placed in print space size and charged page high as per the number of columns.

e) Adverts in BILD am SONNTAG shall be charged by partial pages independently of the actual printed height.

Additional terms and conditions for B.Z., B.Z. am Sonntag, BILD BERLIN-BRANDENBURG and for combination offers BILD/B.Z. BERLIN/BRANDENBURG-GESAMT

- a) Partial page adverts and corner adverts in B.Z. and B.Z. am Sonntag larger than 310 mm shall be charged with the full print space size (369 mm).
- b) In the case of adverts published in B.Z./B.Z. am Sonntag, the performance -the publishing of adverts in B.Z./B.Z. am Sonntag - shall be rendered by B.Z. Ullstein GmbH, and invoiced by Axel Springer SE.
- c) In the case of adverts published in BILD BERLIN-BRANDENBURG, the performance - the publishing of adverts in BILD BERLIN-BRANDENBURG - shall be rendered and invoiced by Axel Springer SE.
- d) In the case of adverts published in Deutschland-Gesamt the performance - the publishing of adverts in BILD and B.Z. - shall be rendered and invoiced by Axel Springer SE.
- e) In the case of adverts published in the booking unit B.Z./B.Z. am Sonntag with BILD BERLIN-BRANDENBURG, the following shall apply: In so far as the client's contractual partner is Axel Springer SE, the performance - the publishing of adverts in the booking unit B.Z./B.Z. am Sonntag with BILD BERLIN-BRANDENBURG - shall be rendered and invoiced by Axel Springer SE. In so far as the client's contractual partner is B.Z. Ullstein GmbH, the performance - the publishing of adverts in the booking unit B.Z./B.Z. am Sonntag with BILD BERLIN-BRANDENBURG - shall be rendered by B.Z. Ullstein GmbH and invoiced by Axel Springer SE.

Additional terms and conditions DIE WELT and WELT am SONNTAG/ WELT am SONNTAG KOMPAKT

- a) Advertising insertions in higher-level issues have priority over the adverts scheduled for partial circulations (placements in partial circulations always arise if and when less than the total issue is scheduled) even if they are submitted later. Adverts in partial circulations may possibly have to be postponed for the aforementioned reasons.
- b) The booking of partial circulations or other publisher's products with own prices shall require a separate closing for the issue or combination in question. In so far as there is also an order for the total issue, the ordered quantity of the total issue shall be included for computing the discount for the partial issue.