

General Terms and Conditions for advertisements and other forms of advertising in magazines

The following General Terms and Conditions (the Terms and Conditions) in the following) govern the relationship between the Marketer and the Client in relation to placing and processing orders for advertisements for the magazines marketed by the Marketer including mobile and tablet PC applications ('apps) and e-Paper based on them and which can be read offline (collectively referred to as 'magazines' in the following) unless anything is agreed to the contrary. Furthermore these General Terms and Conditions are applicable accordingly for orders relating to inserts, supplements etc. These Terms and Conditions can be accessed, printed and downloaded or saved the Client at any time on www.mediapilot.de under 'Mediaden/AGB'

1. Definitions

1.1 Offer' within the meaning of these Terms and Conditions is the offer of the Marketer to place and publish a means of advertising or a number of means of advertising in magazines for the purpose of circulation. Unless explicitly named as a binding offer, the offers of the Marketer are without engagement, i.e. are not binding and are subject to availability of the services offered.

1.2 'Advertisement order' within the meaning of these Terms and Conditions is the offer of a client to publish one or a number of advertisements or other means of advertising (collectively referred to as advertisements in the following) of an advertiser or similar (referred to collectively as 'advertisers' in the following in a magazine for the purpose of circulation of the advertisement; the client can be an agency or an advertiser directly.

1.3 A 'conclusion' refers to a contract for the publication of a number of advertisements taking advantage of the discounts to be granted to the Client as per the price list; the individual publications shall be called off by the Client. In the event that the right to call off individual advertisements is granted as part of a contract concluded, the date of publication of the final advertisement must be within one year of publication of the first advertisement (referred to as 'insertion year' in the following) unless anything else is agreed explicitly.

1.4 The 'Marketer' is Media Impact GmbH & Co. KG for all magazine marketed by it, also if they are published by a third party. In the case of orders for advertisements in magazines marketed by Axel Springer Auto Verlag GmbH, it shall replace Media Impact GmbH & Co. KG here.

2. Conclusion of the contract

2.1 In the case of an order for an advertisement a contract comes into existence by printing the advertisement (the first advertisement in the case of a number of advertisements) or by confirmation by the Marketer

in text form unless explicitly agreed otherwise in the individual case. Insofar as a binding offer is made by the Marketer, the contract comes about by means of the declaration of acceptance by the Client.

2.2 Insofar as agencies place orders for advertisements, the contract shall come about with the agency subject to any written agreements to the contrary. On request the agency is obliged to provide the Marketer with proof that it is authorised to carry out a trade by submitting an excerpt from the Commercial Register and proof of its authority to act on behalf of the Client prior to conclusion of the contract.

2.3 Orders for advertisements placed by advertising and media agencies will only be accepted for named advertisers. Advertising of the products or services of an advertiser other than the one named in the booking shall require the prior written consent of the Marketer.

2.4 Insofar as the Marketer has orders or contracts concluded marketed via third parties, these third parties shall act as representatives of the Marketer and for its account.

2.5 Insofar as granting AE is not excluded, an agency fee of 15 % will be paid on the net invoice amount, i.e. on the amount of the invoice excluding value-added tax after deduction of discounts for all orders that are placed through an advertising agency recognised by the Marketer. Setup charges, technical costs and remuneration for creative services form exceptions to the above.

2.6 Any and all amendments and supplements to this contract as well as departures from these Terms and Conditions shall require text form. This also applies to revocation of the requirement of this form in the case of amendments and supplements.

2.7 In the case of agency bookings, the Marketer reserves the right to pass booking confirmations on to the Client of the agency as well.

3. Publication of advertisements

3.1 In the event that advertisements are to be published on certain publication dates or in certain places only, this shall require an explicit agreement with the Marketer. The order for these advertisements must be received by the marketer in sufficient time to enable the Client to be notified before the deadline for advertisements if the order cannot be executed in this manner. Classified advertisements will be printed in the relevant category without this requiring any explicit agreement.

3.2 The Marketer is, irrespective of the placement in magazines, entitled but not obliged to publish advertisement orders additionally in other print and teledmedia of the Marketer and enterprises affiliated with it within its technical possibilities. The print materials provided for the magazines can be adjusted to the individual requirements in this case. The depiction in the teledmedia can differ from the printing result in the magazine issue.

3.3 The Marketer has the right to adapt the print materials for the paper issue to the individual requirements of the electronic issue for publication in the electronic issues of the magazines. Here the depiction can differ from the printing result in the paper issue. To rule out this difference, the Client can request the Marketer to provide the exact specifications for delivery of an advertisement already adapted to the electronic issue. The advertisement will be largely scaled to the size of a page of the electronic version in proportion to the printed version for publication of the advertisements in the electronic issues of the magazines. In addition, placements in the electronic issues equivalent to placements in the printed issue will be ensured.

3.4 If there are no stipulations regarding size, depending on the type of advertisement the customary actual printed height of the printed issues will serve as the basis of calculation.

3.5 Exclusion of advertisements of competitors is not agreed in principle.

4. Duties of the Client and Marketer's right of refusal

4.1 The Client is responsible for ensuring that the content, with which it is provided, in particular its advertisements, is such that it does not infringe statutory provisions of law and in particular complies with the regulations of laws on the protection of minors, competition, data privacy, criminal offences and media services. In the case of infringement of sentence 1 the Client shall indemnify the Marketer for any and all costs incurred by the Marketer including the costs of legal defence in full at the first request. The Marketer is not under any obligation to review means of advertising before placement and publication of the means of advertising.

4.2 The Marketer reserves the right to refuse advertisements or other means of advertising, in particular if

- their content infringes laws or local authority regulations or
- their content was objected to by Deutscher Werberat (German Advertising Council) in objection proceedings or
- their publication infringes the rights of third parties or the interests of the Marketer on account of their content, design, origin or technical form or
- other means of advertising (in particular supplements, booklets etc.) cannot be enclosed with attached to the object for technical reasons.

The Client shall be notified of rejection of an advertisement or other means of advertising without delay.

In the case of advertisements that conform to the editorial layout of magazines in their appearance, the Marketer reserves a right of objection within the meaning of its journalist mandate. Advertisements that are designed in the form of editorial content must be clearly differentiated



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from the basic font of the magazines and bear the word 'advertisement'. Advertisements that are not recognisable as such due to their design must be clearly designated as such by the Marketer by means of the word 'advertisement'.

4.3 Means of advertising that contain advertising of or for third parties (tie-in promotions) require the prior written consent of the Marketer in each individual case. The advertisers are to be named. The Marketer reserves the right to impose tie-in surcharges or a different discount.

4.4 In the event that the Client has already been sent a cease and desist warning on account of the content of a means of advertising or has already made a declaration undertaking to cease and desist or it makes such a declaration the Client is obliged to inform the Marketer of this without delay. In the event that the Client fails to comply with this duty, the Marketer will not be liable for the damage arising from a repeated publication of the advertisement (content) objected to.

5. Provision of print materials

5.1 The Client only is responsible for supplying suitable print materials or other means of advertising on time and of perfect quality. Unless anything else was agreed with the Marketer, the print materials are to be supplied via the DUON portal (www.duon-portal.de). The Client is obliged to deliver digital print materials as due and proper, in particular in the format named in the contract or the technical requirements contained therein – for publication in digital issues templates are to conform to the technical specifications of the Marketer on compiling and providing online means of advertising, sufficiently in advance of the beginning of the advertising period. Costs of the Marketer for changes to the printing templates requested by or for which the Client is responsible shall be borne by the Client. The standard quality for advertisements or other means of advertising in conformity with the binding technical specifications in the DUON portal for the titles booked pursuant to the price list has been agreed. This presupposes that the Client complies with the prescriptions of the Marketer for compiling and providing print materials via the DUON portal. Undesired printing results that are attributable to a departure from the above agreement do not give rise to any claim to a price reduction. The same applies in the cases of errors in advertisements that appear a number of times, if the Client does not draw attention to them before the following advertisement is printed.

5.2 Costs of the Marketer for changes requested by or for which the Client is responsible shall be borne by the Client. In the case of setting that is difficult and require more work than is usual the Marketer reserves the right to invoice this actual work. The standard quality of advertisements within the framework of possibilities that are determined by the print materials and the technology used by the printer is agreed for the titles

booked subject to the details of the price list and confirmation of the order.

5.3 Prior to sending print materials digitally, the Client shall ensure that the files transmitted are free from computer viruses. In particular, it is obliged to deploy standard protection programmes, which are in each case state of the art, for this purpose. In the event that the Marketer discovers sources of damage of the above nature in a file sent to him, the Marketer will not use this file any more and delete it insofar as this is necessary to avoid or limit damage (in particular to avoid the source of damage infiltrating the computer system of the Marketer), without the Client being entitled to claim any compensation in this connection. The Marketer reserves the right to claim compensation from the Client if the Marketer incurs damage due to sources of damage infiltrated by the Client.

5.4 In the event that an order is not executed or executed incorrectly because the Client infringed its duty of cooperation, in particular did not deliver production templates on time or ones that were incomplete and/or defective or wrongly labelled or were deleted pursuant to No. 5.3, the claim of the Marketer to the agreed remuneration shall not be affected.

5.5 Printing templates for colour advertisements sent digitally can only be processed reliably by means of a colour proof provided on paper. Colour discrepancies are unavoidable without a colour proof; they do not give rise to any claim to a price reduction.

5.6 A written order indicating the motif is necessary independently of the digital print materials. Supply of the print materials does not itself constitute placement of an order.

5.7 Print materials will only be returned to the Client at its special request. The duty to keep the print materials shall end one month after the advertisement or other means of advertising is published for the first time.

6. Defects

6.1 In the event that publication of the advertisement does not conform with the contractually owed quality or service, the Client has a claim to reduction of the price or a replacement advertisement of perfect quality, however only to the extent to which the purpose of the advertisement was impaired. The Marketer has the right to refuse a replacement advertisement or replacement publication if

- this requires work that taking the content of the contractual obligation and the principles of good faith into consideration is grossly disproportionate to the interest in performance of the Client, or
- this would only be possible for the Marketer with disproportionately high costs.

In the event that the Marketer allows a reasonable period of time granted to it for the replacement advertisement or the publication of another means of advertising elapse or if the replacement advertisement/

replacement publication is again not perfect, the Client has the right to reduce payment or reverse the order. In the case of insignificant defects in the advertisements or publication of the other means of advertising reversal of the order is not possible.

6.2 The Client shall review the advertisement after publication without delay. Insofar as the Client is a merchant complaints must be made to the Marketer without delay after publication unless it is a question of defects that are not obvious, in this case a period of six months applies. Insofar as the Client is a consumer, complaints in the case of obvious defects must be made within two weeks and in the case of defects that are not obvious within one year of the beginning of the statutory period of limitation.

6.3 The Marketer is liable for all damage, whether arising from infringement of a contractual duty or unlawful act pursuant to the following provisions:

- In the case of gross negligence the liability towards entrepreneurs is limited to the replacement of typical predictable damage; this limitation does not apply insofar as the damage was caused by statutory representatives or executive employees of the Marketer.
- In the case of slight negligence the Marketer is only liable if an essential contractual duty was infringed, a guarantee given or malicious deception practised. Liability is limited to the typical predictable damage in such cases.

In the cases liability for typical predictable damage only, no liability exists for indirect damage, consequential damage or lost profit.

6.4 All claims against the Marketer arising from infringement of a contractual duty will become time barred one year as of the beginning of the beginning of the statutory period of limitation unless they are based on intentional or grossly negligent conduct or it is a question of loss of life, bodily injury or damage to health; in such cases the period of limitation is based on the statutory provisions of law.

6.5 The Marketer has unlimited liability under the statutory provisions in the case of claims under the Produkthaftungsgesetz [product liability act] and in the cases of loss of life, bodily injury or damage to health.

7. Press proofs

Press proofs will only be provided if explicitly requested. The Marketer shall take all corrections of mistakes of which it is informed by the deadline for advertisements or within the period set when the press proofs were sent into consideration. Press proofs for a digital issue will be delivered in pdf format.

8. Payments

8.1 The invoice shall be settled within the period shown on the invoice unless anything else is agreed in the individual case. Any discounts for

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early payment shall be granted pursuant to the price list. The Marketer reserves the right to require advance payment by the deadline for advertisements for justified reasons such as beginning of a new business relationship. In the event that direct debit procedure was agreed to settle the invoice, the Marketer is obliged to notify the Client of the amount and the date of debit in advance. The pre-notification shall be one working day at the latest before the account is debited.

8.2 The Client can only offset claims of the Marketer against one that is undisputed or has been established with final legal force. Insofar as the Client is an entrepreneur, it is only authorised to exercise a right of retention if the counter claim is undisputed or has been established with final legal force and is based on the same contractual relationship.

8.3 Adequate reminder fees will be charged in addition to the statutory default interest in the case of payment default. Apart from this, the Marketer can put further execution of the ongoing advertisement order or contract on hold until payment and demand advance payment for the remaining advertisements.

8.4 In the case of justified doubts as to the solvency of the Client, the Marketer has the right - also during the term of a contract - to make the appearance of further advertisements dependent on an advance payment of the amount by the deadline for advertisements and the settlements of outstanding amounts invoiced regardless of the payment period originally agreed.

9. Specimen copy

Upon request the Marketer will provide a specimen copy for advertisements and other means of advertising; the Marketer reserves the right to bill this as a separate item. In the event that the specimen can no longer be obtained, it shall be replaced by a legally binding certificate of the Marketer on the publication and circulation of the advertisement. No specimens can be provided for text or classified advertisements.

10. Decrease in circulation

10.1 A claim to a reduction in price can be derived from a decrease in circulation pursuant to sentence 2 of a contract concluded for a number of advertisements if circulation assured is lower in the overall average of the insertion year beginning with the first advertisement. A decrease in circulation is only a defect justifying a reduction in price if and to the extent that it amounts to at least 20 % in the cases of an assured circulation of up to 50,000 copies sold, to at least 15 % in the case of an assured circulation of up to 100,000 copies sold, to at least 10 % in the case of an assured circulation of up to 500,000 copies sold and to at least 5 % in the case of an assured circulation of over 500,000 copies sold.

A decrease in circulation for the reasons named in No. 15 does not

justify a reduction in price. The average circulation named on the price list or in another way is deemed to be the assured circulation sold or if circulation is not named the average circulation sold in the preceding calendar year (in the case of journals if applicable the average actually circulated). Apart from this, claims to reduction in price are ruled out if the Marketer informed the Client of the fall in circulation sufficiently in time to enable the latter to withdraw from the order or contract before the advertisement is published.

10.2 As a departure from No. 10.1, a decrease in circulation in the case of titles that publish issue-based circulation data only then justifies a reduction in price if and to the extent that it exceeds 10 % in the case of circulation (assured number of copies sold) of up to 500,000 copies and in the case of circulation (assured number of copies sold) of over 500,000 that it exceeds 5 %. A decrease in circulation for the reasons stated in No. 15 will be disregarded.

10.3 The circulation underlying the assurance is the entire number of copies sold within the meaning of the definition of the IVW [Informationsgemeinschaft zur Feststellung der Verbreitung von Werbeträgern e.V. - Information association to establish the circulation of means of advertising]. It is calculated for the year of insertion from the circulation average of the four quarters of the insertion year unless absolute circulation was named as the assurance on the relevant price list. The basis of calculating the possible price reduction is the order per enterprise unless billing according to brands, which are to be defined when the order is placed, was agreed when the order was based: The possible decrease in circulation is calculated as the balance of the circulation falling below or exceeding the circulation within one insertion year. A claim to repayment shall be made within six months of expiry of the insertion year. Repayment shall be on the basis of the client net taking into consideration the amount already credited to the agency for further advertisements or, if that is not possible as a cash refund. A claim to repayment will only become due once the amount to be repaid amounts to at least €2,500.

11. Box number advertisements

In the case of box number advertisements the Marketer shall exercise the care of a diligent businessman with regard to safekeeping of replies received and forwarding them on in on time. Registered and express letters relating to box number advertisements will only be forwarded as regular post. The other replies to box number advertisements will be kept for four weeks. Letters not collected within this period will then be destroyed. The Marketer can be given the right in an individual agreement to act as a representative and to open the letters received in the stead of and in the declared interest of the Client. Letters that exceed the DIN A4 format permitted (50 g) as well as consignments of

goods, books and catalogues and small packets may not be forwarded and will not be accepted.

12. Price lists

12.1 All prices are subject to the statutory value-added tax applicable at the time in question; this particularly applies to prices named in advertising orders and on price lists.

12.2 Insofar as the price list of the title relates to text millimetre lines, text millimetre lines will be converted into advertisement millimetre lines in accordance with the price when the quantities ordered are calculated.

12.3 The Marketer has the right to alter prices at any time with future effect. Price changes for advertisement contracts take effect if they are announced by the Marketer at least one month prior to publication of the advertisement; the Client has a right of rescission in such a case. The right of rescission must be exercised in text form within 14 days of receipt of the notification of the price increase. The right of rescission does not apply to orders processed as part of a continuing obligation. Here changes to the price list shall come into force immediately unless a different agreement has been agreed explicitly.

12.4 Advertisements with a text part within the meaning of the price lists are advertisements that border text on at least three sides and do not border other advertisements.

13. Group companies

In the event that joint discounts apply to group companies, the written proof of the group status of the advertiser is required. Group companies within the meaning of this provision are companies between which a capital participation of at least 50 % exists. The group status is to be proved by confirmation by an accountant or submission of the most recent company report in the cases of corporations and by submission of an excerpt from the Commercial Register in the case of partnerships at the request of the Marketer. The group discount must be claimed at the time to contract is concluded at the latest. A claim made at a later date will not be recognised retroactively. Group discounts outside the price list require explicit written confirmation by the Marketer in every case. Group discounts will only be given for the duration of membership of the group. Termination of membership of the group shall be notified without delay; the group discount shall also end upon termination of membership of the group.

14. Transfer and guarantee of rights

14.1 The Client is responsible for ensuring that the print materials provided by it do not infringe the rights of any third party. It declares that it is the owner of all the rights of use and exploitation required

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for placing and publishing the print materials provided by it and has the right to make dispositions regarding such rights. In the case of advertisement created by the Marketer the Client also declares that it owns all the rights necessary for creation. Insofar it shall indemnify the Marketer against any and all claims of third parties at first request. The Client is obliged to support the Marketer by providing information and documents in the case of defending itself against legal action of a third party.

14.2 With regard to the print materials with which it is provided for the purpose of creating and publishing the advertising in print, online and telemedia of all kinds, including the internet, the Client shall transfer to the Marketer all necessary non-exclusive rights of use, ancillary copyright, brand and other rights, in particular the reproduction, circulation, transmission and broadcasting rights and the right to make them publicly accessible, extraction from a data base and for retrieval, for execution of the order, namely to the extent necessary in terms of time and content. In addition the Marketer shall be given the right unlimited in time for self-advertising of the Marketer and/or the individual objects. The above rights shall be transferred without limitation of place in all cases and can be transferred to third parties freely.

14.3 Any concepts and elements underlying the offers of the Marketer are protected by copyright and by competition law and shall be treated by the Client as confidential. These concepts may not be passed on to third parties either in this form or in a modified form or be used by the Client outside the extent of the contract for its own purposes.

14.4 In the event that artwork is used in connection with the advertisement or in another way the name, the logo, the business sign, the brand, the title of a work or another business designation, the Client shall grant the Marketer the non-transferable right to use the graphic design or the corresponding mark in the advertisement in question for the term of the contract.

14.5 Advertisement motifs (promotions) designed by the Marketer for the Client may only be used for the advertisements in the titles/issues booked with the Marketer. Further rights will not be granted.

15. Term

15.1 The contract shall end upon expiry of the agreed term.

15.2 The right of extraordinary termination for cause following a cease and desist warning is not affected. Termination shall be in writing. The right of termination without notice for cause exists in particular if one of the parties infringes an essential contractual duty despite having received a written cease and desist warning, does not discontinue a continued infringement of a contract or does not remedy its consequences within a reasonable time, against one and/or both parties and/or against a magazine marketed by the Marketer as the result

of a cease and desist warning took place and/or a cease and desist order was obtained or that the Marketer has reasonable grounds to assume that the Client or the content provided by it is infringing or has infringed valid provisions of law, in particular of the Strafgesetzbuch [Criminal Code] or valid competition regulations; reasonable grounds for suspicion exist as soon as the Marketer has indications based on facts of an infringement of legal provisions, in particular as of the institution of investigations into the Marketer, the Client and/or into the magazines marketed by the Marketer or as of a requests by a relevant body to make a statement. Grounds for termination without notice also exist if insolvency proceedings are instituted regarding the assets and liabilities of one of the contracting parties or institution refused for lack of assets or an application for their institution is filed and the contracting party in question does not comply with a request to prove that the application is baseless within a reasonable period of time. A reason to terminate the contract without notice also exists if execution measures are imposed on one of the contracting parties and not revoked within a period of one month.

16. Disruptions of the contractual relationship due to force majeure

In the case of disruption of operations or in cases of force majeure, industrial action, confiscation, transport disruptions, general shortages of raw materials or energy and similar - not only at the plant of the Marketer but also at third-party plants that the Marketer makes use of to discharge its obligations - the Marketer has a claim to payment in full of the advertisements published if the marketing object was supplied with 80 % of the copies sold or assured in another way on average in the preceding four quarters. In the case of lesser supplies the invoice amount will be reduced by the same proportion in which the assured circulation stands to the number of copies actually supplied. The Marketer reserves the right to postpone publication dates for topical reasons. This does not give the Client any claims against the Marketer.

17. Calling in third parties

The Client requires the prior written consent of the Marketer in order to transfer its rights in full or in part arising from the advertisement order. The Marketer is entitled to make use of third parties in order to fulfill its obligations arising from the advertisement order.

18. Confidentiality and press

18.1 Unless anything else is agreed in writing, the contracting parties will treat details of the contractual relationship, in particular the prices and terms, as well as business secrets of which they become aware directly or indirectly through the respective other contracting party in

the context of executing the contract as strictly confidential. This shall not apply if disclosure is ordered by a court of law or a public authority or in order to enforce their own rights against the respective other party in court. Apart from this, the Marketer has the right to disclose the content of the advertisement order to the third parties brought in pursuant to No. 16 and group companies pursuant to Sections 15 ff. Aktiengesetz [stock corporation act]. The obligation exists for the entire period of the contract and without limitation after it has ended.

18.2 The Marketer has the right to pass the gross advertising sales of the Client and advertisers at product level on to Nielsen Media Research of comparable institutions.

18.3 Press releases and other public communications towards third parties on the business relations between the Marketer and the Client or regarding details of agreements concluded shall first require release by the Marketer. This also applies to publications of the logos provided by the Marketer.

19. Final provisions

19.1 Any and all terms and conditions contained on the price list shall apply as a supplement to these General Terms and Conditions.

19.2 Insofar as the written form is required by these General Terms and Conditions, the text form will suffice.

19.3 Amendments to the Terms and Conditions shall be communicated to the Client in writing and at www.axelspringer-mediapilot.de under „Mediadaten/AGB“. They are deemed to have been accepted by the Client unless the latter opposes them in writing within one month of notification.

19.4 General terms and conditions of the Client are hereby explicitly ruled out. This also applies if the terms and conditions of the Client were not explicitly opposed and/or the Marketer provides the services without objection, i.e. means of advertising are inserted and published without objection.

19.5 The place of performance is the seat of the Marketer. The place of jurisdiction in the case of legal action is the seat of the Marketer in business transactions with merchants, public law legal entities or in the case of special funds under public law. Jurisdiction is determined by the statutory regulations in the case of non-merchants. Ousting the United Nations Convention on Contract for the International Sale of Goods (CISG), German law applies.

19.6 In the event that any individual provisions of this contract including this provision are without legal force in full or in part or should anything have been omitted from the contract, this shall not affect the legal force of the remaining provisions or parts of such provisions. The contracting parties undertake to replace a provision without legal effect by a valid provision whose intended economic success most closely reflects the one without legal effect.