

Please note – we have a new address:
Richard-Reitzner-Allee 2 – D-85540 Haar
Germany
Phone: +49 (0) 89.255 56-1385
Fax: +49 (0) 89.255 56-1670

The image shows a screenshot of the website **elektroniknet.de** in a Windows Internet Explorer browser. The website header includes the URL <http://www.elektroniknet.de/> and navigation links like 'Home', 'Automation', 'Automotive', 'Bauelemente', 'Distribution', 'E-Mechanik', 'E-Fertigung', 'Embedded', 'Kommunikation', 'Messen+Testen', and 'Opt'. A banner for Mouser Electronics and Emerson Network Power is visible. Below the navigation, there are sections for 'Webcast' and a main article titled '»Mit der InP-Technologie beginnt eine neue Zei Hochleistungsmessgeräte«'. A comment section features a photo of a man and the title 'Die Irren im Datenschungel'. An email client window is overlaid on the website, showing an email from 'Mouser, Anja' to 'Andriello, Patrizio' dated 'Mo 29.11.2010 11:43'. The email content includes a 'Leser Top 5' list with items like 'Ausklang eines langen Messtages', 'Erste Boards mit konfigurierbarem Atom-Prozessor', 'Toyota Rav4 EV kommt 2012', 'Funknetz: Ziel für Terror-Attacken', and 'Atom-Prozessor mit programmierbarer Logik'. The email also mentions 'Peter Wintermayer' and 'Dreier team leitet ab sofort den Katalogdistributor'.

elektroniknet.de

MEDIA GUIDE

2011

News, products, experts knowledge – one click away!



The leading website for professional electronics in the German speaking market.

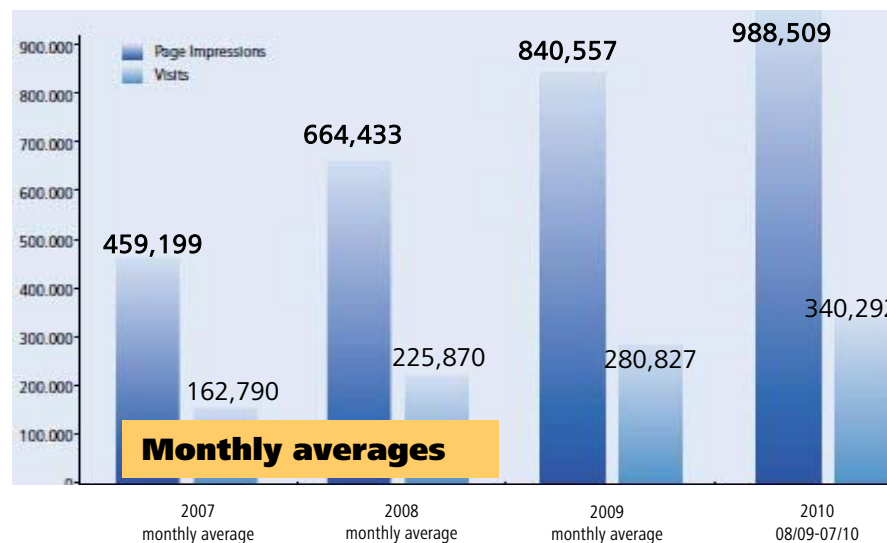
Page Impressions according to IVW-Online in electronics segment: elektroniknet.de overall leadership in electronics!

IVW is the official independent German institution which monitors the use of online advertising media. According to IVW Online elektroniknet.de is by far the leading web service in professional electronics in Germany. elektroniknet.de's success is particularly justified by its content adjusted to its target group design engineers, purchasers, managers in electronics. News, products and reports from the whole electronics world are presented in all forms of web-relevant data formats. elektroniknet.de provides its users with news feeds, database supported listings, blogs, closed forums, whitepapers, webcasts and the useful elektroniknet.de newsletter.

Status:	leading website for electronics and automation since 1998
Web address (URL):	www.elektroniknet.de
Audited:	IVW-Online
Operator:	WEKA FACHMEDIEN GmbH Gruber Str. 46a, 85586 Poing Phone: +49 (0) 8121.95 - 1310 Fax: +46 (0) 8121.95 - 1607 e-mail: media@elektroniknet.de
Editorial office:	Peter Wintermayr, editor-in-chief pwintermayr@elektroniknet.de
Media:	Peter Eberhard, advertising manager perberhard@elektroniknet.de Christian Stadler, advertising manager cstadler@elektroniknet.de
Categories:	news, encyclopedia, suppliers database, job & career, events, forum, ElWis, shop, newsletter, media and 11 competence centers
Competence Center:	automation, automotive, components, distribution, e-mechanics, electronics manufacturing, embedded, communications, opto, test & measurement, power

Eleven competence centers offer custom-made information – from automotive, components, distribution and embedded to e-mechanics, opto and power supplies. elektroniknet.de is particularly helpful with supplier and product searches. Purchasers and developers are able to access listings containing more than 10,000 suppliers in 700 product groups. elektroniknet.de offers pinpoint communication possibilities to advertisers: banner advertisements, sponsoring, newsletter advertisements, presentation of important dates, webcasts, whitepapers and many other formats help suppliers in electronics to increase their communication success.

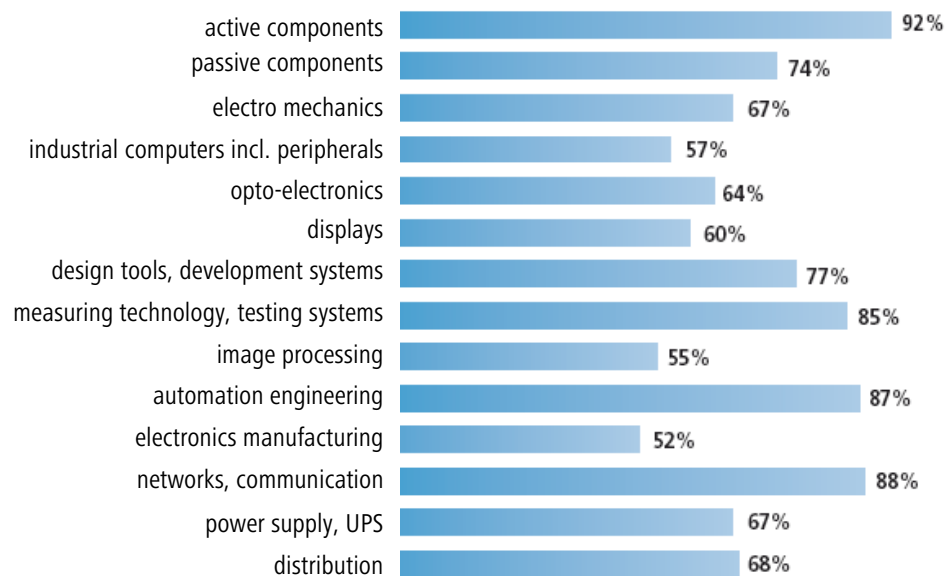
Page impressions (monthly average) in electronics (according to IVW-Online) elektroniknet.de – the leading media site in professional electronics



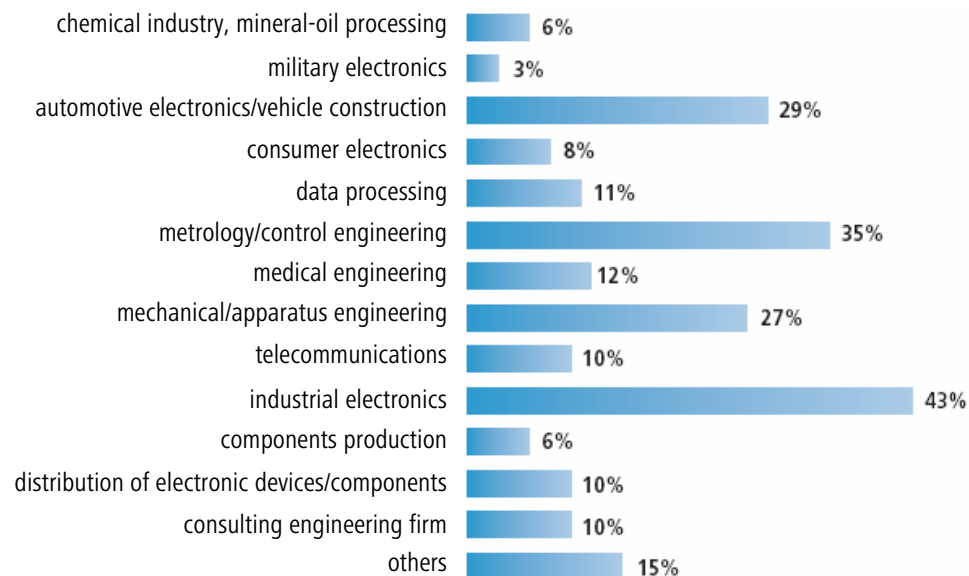
Source: IVW-Online

News, products, experts knowledge – one click away!

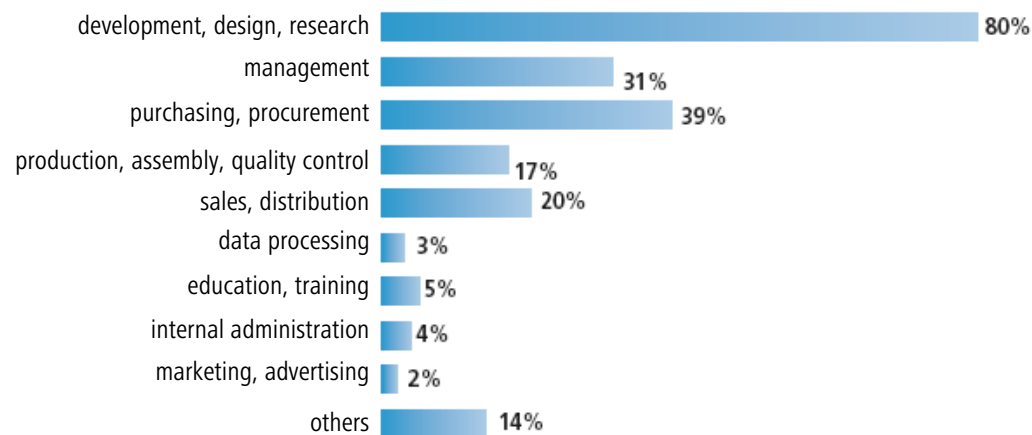
Very interested/interested in...



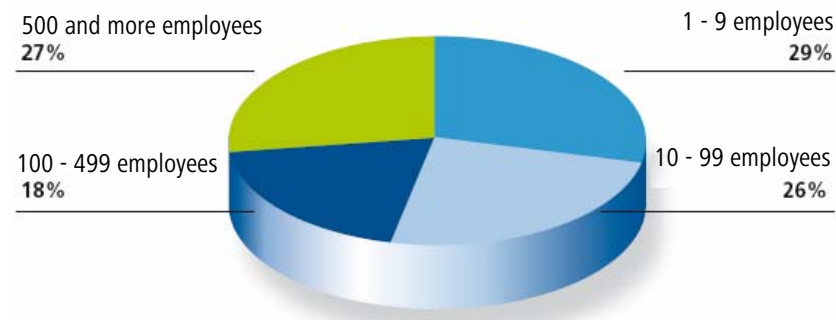
Business sectors



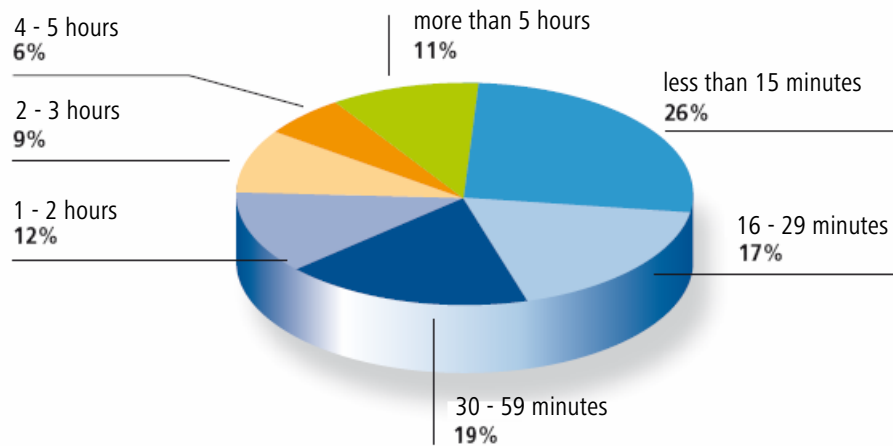
Fields of work



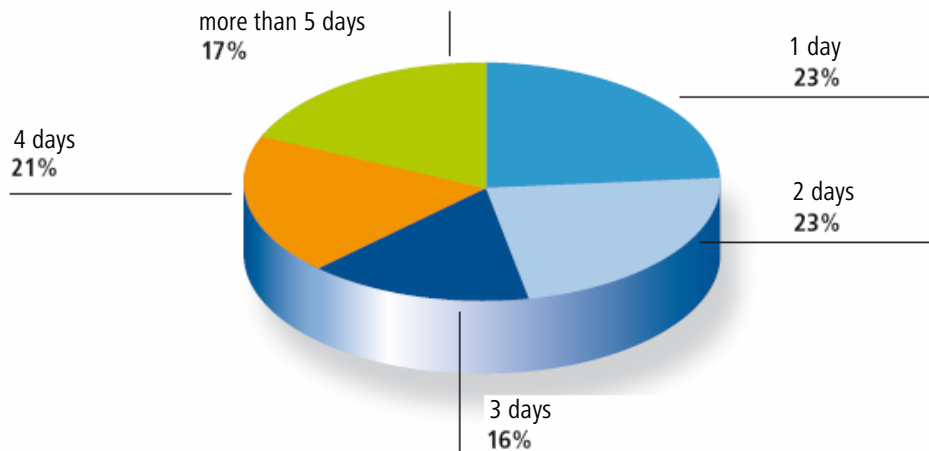
Employees



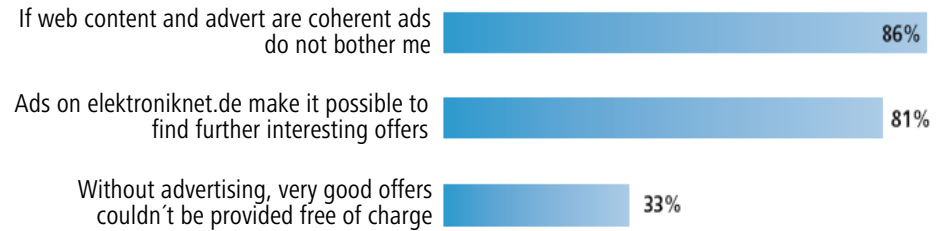
Use of elektroniknet.de: hours per week



Use of elektroniknet.de: days per week



Agreement to statements



Banner advertising



Leaderboard

€ 250.-/1,000 page impressions
(728 x 90 pixel, max. 35 KB)
data format: GIF, JPEG, Flash, HTML

Skyscraper 1

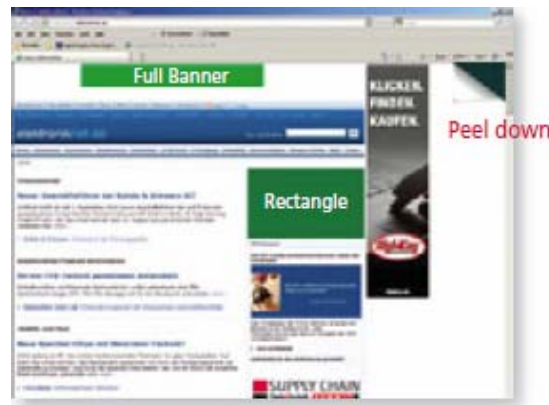
position 1: € 160.-/1,000 page impressions
(160 x 600 pixel, max. 35 KB)
data format: GIF, JPEG, Flash, HTML

Skyscraper 2

position 2: € 110.-/1,000 page impressions
(160 x 600 pixel, max. 35 KB)
data format: GIF, JPEG, Flash, HTML

Content Ad

€ 160.-/1,000 page impressions
(360 x 60 pixel, max. 30 KB)
data format: GIF, JPEG, Flash, HTML



Full Banner

€ 125.-/1,000 page impressions
(468 x 60 pixel, max. 30 KB)
data format: GIF, JPEG, Flash, HTML

Rectangle

€ 190.-/1,000 page impressions
(300 x 200 pixel, max. 35 KB)
data format: GIF, JPEG, Flash, HTML

Peel down

€ 210.-/1,000 page impressions
(100 x 100 and 500 x 500 pixel, max. 35 KB)
data format: GIF, JPEG, Flash, HTML

All types of ads are also available as mouse over, on click or expanded; prices on request.



Hockey Stick

€ 370.-/1,000 page impressions
Leaderboard (728 x 90 pixel)
+ Skyscraper (160 x 600 pixel, max. 60 KB)
data format: GIF, JPEG, Flash, HTML

Wallpaper Ad

€ 410.-/1,000 page impressions
Leaderboard (728 x 90 pixel) +
Skyscraper (160 x 600 pixel) + colored
background (max. 60 KB)
data format: GIF, JPEG, Flash, HTML

Rectangle Large

€ 380.-/1,000 page impressions
(300 x 250, max. 30 KB)
data format: GIF, JPEG, Flash, HTML

Text Ad

only available in competence center
€ 50.-/1,000 page impressions
max. 25 characters incl. space characters
text line 1 and 2 each: max. 35 characters incl.
space
targeted URL: no limited number of characters

Whitepaper



Infobox for announcement of the whitepaper – placement in a competence center

Presentation of the whitepaper including your corporate logo within the download area

Publishing for free
Leads available on request € 9.-/lead

Format whitepaper: .pdf, .doc, .xls, .ppt

Company URL (linked to your website)
Information page: headline, teaser and short description

Format corporate logo: .jpg, .tif, .gif, .eps

Webinar



Transfer specific know-how to your customers and actively involve your customers and prospects in this live event. Your audience can ask you questions via chat. Emphasize the advantages of your company's products and competence in a dynamic and interactive presentation.

Services:

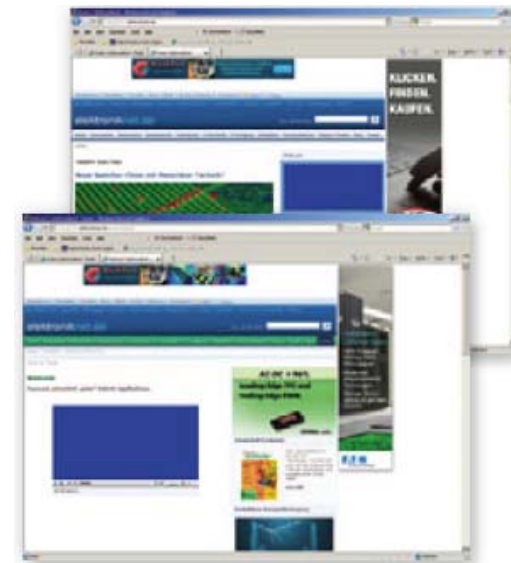
- Advance notice of the webinar in five newsletters of elektroniknet.de and in one competence center for one month (in the infobox)
- technical realization of the webinar
- one live broadcast
- archived webinar is available for registered users as an on-demand webcast for download

€ 2,790.-
(no discounts)

on demand leads are available

€ 9.-/lead

Webcast



Infobox to announce the webcast - placement in a competence center

Webcast presentation including your contact data and corporate logo € 1,450.-/month

Webcast production minimum € 2,490.- no discounts

Format videos: .avi, .mov, .mpeg, .wmv, .flv

The webcast production includes briefing, video production, cutting and dubbing for movies in web quality

Sponsoring of a competence center



Gold – combination of three ad banners
 Leaderboard + Skyscraper + Rectangle
 (total 70 KB)

€ 450.- / 1,000 page impressions



Silver I – combination of two ad banners
 Content Ad + Rectangle
 (total 60 KB)

€ 230.- / 1,000 page impressions



Silver II – combination of two ad banners
 Rectangle large + Rectangle
 (total 60 KB)

€ 410.- / 1,000 page impressions

Data delivery: anzeigen@elektroniknet.de
 Technical details on www.elektroniknet.de/werbemittel

All types of ads are also available as mouse over, on click or expanded; prices on request.

Premium supplier index



Supplier index

More than 10,000 suppliers and 700 product groups are listed in the elektroniknet.de supplier's index.

It offers different possibilities to present your company:

Rates:

standard listing	for free
premium listing: company portrait including 2 pictures, 1 video, 5 event listings, portfolio	€ 1,200.- / year

Event listings



Event listings (no discounts)

elektroniknet.de/home/termine

One event listing	€ 390.- / month
One event listing	€ 150.- / week

For a monthly booking, you will receive an additional listing in the newsletter free of charge.

Event flatrate (no discounts)

maximum 12 events per month	€ 2,500.- / year
maximum 12 events per month	€ 1,500.- / 6 months

You are listing your events (max. 12 per month) directly online.

Newsletter advertising



Newsletter

Several times per week elektroniknet.de publishes its newsletter as well as an automotive newsletter to more than 50,000 recipients (09/2010) in electronics and automation.

The high click rates make the newsletter to the ideal platform for product presentations and company- or seminar-events.

Premium placement € 2,890.-

Text ad with max. 500 characters (max. 3 text ads per issue) € 2,490.-

Corporate logo and product picture
Data size: max. 30 KB
Data format: GIF, JPEG, TIF, EPS

Skyscraper (160 x 600 pixel, max. 35 KB) € 2,490.-
Data format: GIF, JPEG, Flash, HTML

Full Banner (468 x 60 pixel, max. 30 KB) € 2,490.-
Data format: GIF, JPEG, Flash, HTML

Content Ad (360 x 60 pixel, max. 30 KB) € 2,490.-
Data format: GIF, JPEG, Flash, HTML

Rectangle (200 x 200 pixel, max. 35 KB) € 2,490.-
Data format: GIF, JPEG, Flash, HTML

Event listing in the newsletter € 390.-

Event listing in the newsletter as text ad in the sector events / congresses. The event will be highlighted and marked as an ad.

The headline has maximum 70 characters including space.

The date and location contains 35 characters incl. space

Text ad within the newsletter headline + 2 text lines and ad URL € 390.-



Platinum newsletter € 6,370.-
text ads (exclusive)

- Editorial service:
- 1 product announcement
 - 1 news announcement
 - 1 specialized article
 - Mention within the subject heading

The editorial staff of elektroniknet.de reserves the right to edit the articles in corporation with the customer.

Technical details on elektroniknet.de/werbemittel

JANUARY

Date	Topic
Jan. 10 th	programmable logic
Jan. 12 th	automotive newsletter
Jan. 13 th	power supplies
Jan. 17 th	PC measuring technologies
Jan. 19 th	automotive newsletter
Jan. 20 th	optoelectronics
Jan. 24 th	computer bus systems
Jan. 25 th	distribution and services
Jan. 26 th	automotive newsletter
Jan. 27 th	analog/mixed-signals
Jan. 28 th	K-ING. (job&career) newsletter
Jan. 31 st	electro mechanics

FEBRUARY

Date	Topic
Feb. 2 nd	automotive newsletter
Feb. 3 rd	microcontrollers
Feb. 7 th	measuring technologies
Feb. 9 th	automotive newsletter
Feb. 10 th	HF-ICs
Feb. 14 th	starters/reference kits
Feb. 15 th	embedded world preview
Feb. 16 th	automotive newsletter
Feb. 17 th	embedded software
Feb. 21 st	embedded world preview
Feb. 23 rd	automotive newsletter
Feb. 24 th	industrial computers
Feb. 25 th	K-ING. (job&career) newsletter
Feb. 28 th	computer-on-modules

MARCH

Date	Topic
March 1 st	embedded world newsletter
March 2 nd	embedded world newsletter
March 2 nd	automotive newsletter
March 3 rd	embedded world newsletter
March 7 th	power electronics
March 9 th	automotive newsletter
March 10 th	communications measurement
March 14 th	EMC technologies
March 16 th	automotive newsletter
March 17 th	power supply ICs
March 21 st	interconnect
March 22 nd	production and services
March 23 rd	automotive newsletter
March 24 th	sensor technologies
March 25 th	K-ING. (job&career) newsletter
March 28 th	measuring technologies (Hannover show)
March 30 th	automotive newsletter
March 31 st	development tools (Hannover show)

APRIL

Date	Topic
April 4 th	cases
April 6 th	automotive newsletter
April 7 th	digital signal processing
April 11 th	lighting
April 13 th	automotive newsletter
April 14 th	microcontrollers
April 18 th	image processing
April 19 th	distribution and services
April 20 th	automotive newsletter
April 21 st	PC measuring technologies
April 26 th	memory SMT Hybrid
April 27 th	automotive newsletter
April 28 th	batteries & accumulators SMT Hybrid
April 29 th	K-ING. (job&career) newsletter

	Date	Topic
MAY	May 2 nd	oscilloscopes
	May 4 th	automotive newsletter
	May 5 th	power electronics
	May 9 th	passive components PCIM
	May 11 th	automotive newsletter
	May 12 th	power supplies PCIM
	May 16 th	measuring technologies
	May 18 th	automotive newsletter
	May 19 th	programmable logic
	May 23 rd	electronics production
	May 25 th	automotive newsletter
	May 26 th	motion control
	May 27 th	K-ING. (job&career) newsletter
	May 30 th	electro mechanics Sensor + Test
	May 31 st	automotive newsletter

	Date	Topic
JUNE	June 1 st	EDA tools Sensor + Test
	June 6 th	distribution (distributor of the year)
	June 8 th	automotive newsletter
	June 9 th	power management
	June 14 th	optoelectronics
	June 15 th	automotive newsletter
	June 16 th	passive components
	June 17 th	production and services
	June 20 st	power electronics
	June 21 st	automotive newsletter
	June 22 nd	lighting
	June 27 th	components
	June 29 th	automotive newsletter
	June 30 th	analog/mixed signals

	Date	Topic
JULY	July 1 st	K-ING. (job&career) newsletter
	July 4 th	oscilloscopes
	July 6 th	automotive newsletter
	July 7 th	embedded software
	July 11 th	medical electronics
	July 13 th	automotive newsletter
	July 14 th	power supplies
	July 18 th	microcontrollers
	July 19 th	distribution and services
	July 20 st	automotive newsletter
	July 21 nd	industrial computers
	July 25 th	semiconductors
	July 27 th	automotive newsletter
	July 28 th	heat management
	July 29 th	K-ING. (job&career) newsletter

	Date	Topic
AUGUST	Aug. 1 st	chipcard ICs
	Aug. 3 rd	automotive newsletter
	Aug. 4 th	embedded software
	Aug. 8 th	automation
	Aug. 10 th	automotive newsletter
	Aug. 11 th	communications ICs
	Aug. 16 th	lab measuring technologies
	Aug. 17 th	automotive newsletter
	Aug. 18 th	power electronics
	Aug. 22 nd	power supplies
	Aug. 23 rd	distributor of the year – results
	Aug. 24 th	automotive newsletter
	Aug. 25 th	displays
	Aug. 29 th	audio/video signal processing
	Aug. 31 st	automotive newsletter

SEPTEMBER

Date	Topic
Sept. 1 st	passive components
Sept. 2 nd	K-ING. (job&career) newsletter
Sept. 5 th	electromechanics
Sept. 7 th	automotive newsletter
Sept. 8 th	software for developers
Sept. 12 th	DC/DC converters
Sept. 13 th	production and services
Sept. 14 th	automotive newsletter
Sept. 15 th	analog ICs
Sept. 19 th	optoelectronics
Sept. 21 st	automotive newsletter
Sept. 22 nd	automation
Sept. 26 th	connectors
Sept. 28 th	automotive newsletter
Sept. 29 th	PC measuring technologies
Sept. 30 th	K-ING. (job&career) newsletter

OCTOBER

Date	Topic
Oct. 4 th	HF technologies
Oct. 5 th	automotive newsletter
Oct. 6 th	heat management
Oct. 10 th	organic electronics
Oct. 12 th	automotive newsletter
Oct. 13 th	software test
Oct. 17 th	interconnectors
Oct. 18 th	distribution and services
Oct. 19 th	automotive newsletter
Oct. 20 st	analog/mixed signal ICs
Oct. 24 th	sensor technologies
Oct. 25 th	productronica preview
Oct. 26 th	automotive newsletter
Oct. 27 th	passive components
Oct. 28 th	K-ING. (job&career) newsletter
Oct. 31 st	industrial computers

NOVEMBER

Date	Topic
Nov. 2 nd	automotive newsletter
Nov. 3 rd	electromechanics
Nov. 7 th	electronics production
Nov. 8 th	productronica preview
Nov. 9 th	automotive newsletter
Nov. 10 th	microcontrollers
Nov. 11 th	SPS/IPC/DRIVES preview
Nov. 14 th	industrial communications
Nov. 15 th	productronica newsletter
Nov. 16 th	productronica newsletter
Nov. 16 th	automotive newsletter
Nov. 17 th	productronica newsletter
Nov. 18 nd	productronica newsletter
Nov. 21 th	single board computers SPS/IPC/DRIVES
Nov. 23 th	automotive newsletter
Nov. 24 th	embedded software development
Nov. 25 th	K-ING. (job&career) newsletter
Nov. 28 th	measuring technologies
Nov. 30 th	automotive newsletter

DECEMBER

Date	Topic
Dec. 1 st	passive components
Dec. 5 th	PCBs
Dec. 7 th	automotive newsletter
Dec. 8 th	battery technologies
Dec. 12 th	power electronics
Dec. 13 th	production and services
Dec. 14 th	automotive newsletter
Dec. 15 th	programmable logic
Dec. 19 th	embedded operating systems
Dec. 21 st	automotive newsletter
Dec. 22 nd	power supplies

Live ticker 24/24 hours

Sponsoring of live news from the most important German electronics trade shows:
 embedded world (March 1st to 3rd, 2011)
 productronica (November 15th to 18th, 2011)

Your logo will be positioned within live ticker directly on the homepage
 placement of leaderboard + skyscraper at all show news

Price € 2,880.-/show

Question of the week

One week in the competence centre of your choice (one question,
 max. 5 answers, multiple choice)

Sponsor will be shown ("powered by"); announcement in the newsletter
 includes analysis

Price € 990.-/week

Market research

Pop-up with 5 questions, combined with a raffle
 placement on a site of your option for 7 days
 hosting and leads by WEKA

Price € 1,700.-/week

Microsite

a dedicated microsite within elektroniknet.de
 created especially for your company.
 Additional placement of Leaderboard + Skyscraper within the
 microsite (minimum 2 months)

Price € 4,950.-/month

Design of banners

Price on request

Special ad formats on request or visit www.elektroniknet.de/werbemittel

Gross expenditure per year for all forms of advertising in computer-automation.de:

over € 2,000 3%	over € 5,000 8%	over € 10,000 10%
over € 25,000 15%	over € 50,000 18%	over € 75,000 20%
over € 100,000 22%	over € 150,000 25%	over € 200,000 27%

Please find more advertising possibilities on www.elektroniknet.de/werbemittel

Or contact

Phone: +49 (0)8121.95-1376/-1307
 e-mail media@elektroniknet.de

Market research:
 pop-up with 5 questions



UK

Alastair Swift
4 Jersey Lane,
St Albans,
Herts, AL4 9AB, UK
Tel: +44-1727-7655-42
Fax: +44-1727-752408
Mobile: +44-7910-073565
alastair@asa-media.com

UK/EIRE

Huson International Media
Gerry Rhoades-Brown
Cambridge House
8 Gogmore Lane, Chertsey
Surrey, KT16 9AP
Phone: +44 (0) 1932 564 999
Fax: +44 (0) 1932 564 998
gerry.rhoadesbrown@husonmedia.com

France, Benelux, Scandinavia

Huson International Media
Rembrandtgebouw
Biesbosch 225
1181 JC Amstelveen
Holland
Phone: 0031 - 205 45 00 10
Fax: 0031 - 205 45 00 15
gerry.rhoadesbrown@husonmedia.com

USA

Véronique Lamarque-Pandit
126 High Street
Mystic, CT 06355
USA
Tel: +1-860-536-6677
veroniqueamarque@gmail.com

USA West

Huson International Media
Ralph Lockwood
Pruneyard Towers
1999 South Bascom Avenue, Suite 450
Campbell, CA 95008
Phone: +1 -408 879 6666
Fax: +1 -408 879 6669
ralph.lockwood@husonmedia.com

USA East

Huson International Media
Michael Andrews
Empire State Building
350 Fifth Avenue, Suite 4614
New York, NY 10118
Phone: +1 -212 268 33 44
Fax: +1 -212 268 33 55
michael.andrews@husonmedia.com

Korea

Young Media Inc.
407 Jinyang Sangga,
120-3 Chungmuro 4 ga,
Chung-ku
Tel: +82-2-2273-4819
Fax: +82-2-2273-4818
ymedia@ymedia.co.kr

Taiwan

Anita Chen
2F, No. 85, Zhouzi Street,
Neihu District, Taipei City 114,
Taiwan
Phone: +886 -2-8751-5162
Fax: +886 -2-8751-8861
anita@globalitmedia.com.tw

Japan

Shinano
Mr. Kazuhiko Tanaka
Akasaka Kyowa Bldg. 2F
1-6-14 Akasaka
Minato-Ku
Tokyo 107-0052, Japan
Tel: +81-3-3584-6420
Fax: +81-3-3505-5628
kazujt@bunkoh.com

Please note our new contact details:

For all other territories please contact:

Martina Schmid
Phone: +49 (0) 89.255 56 - 1309
Fax: +49 (0) 89.255 56 - 1651
mschmid@elektroniknet.de

Sonja Winkler
Phone: +49 (0) 89.255 56 - 1383
Fax: +49 (0) 89.255 56 - 1670
swinkler@elektroniknet.de

Editor-in-chief:

Peter Wintermayr
Phone: +49 (0) 89.255 56 - 1310
Fax: +49 (0) 89.255 56 - 1607
pwintermayr@elektroniknet.de

WEKA FACHMEDIEN GmbH

Richard-Reitzner-Allee 2
D-85540 Haar
Germany

General Terms and Conditions for Advertisements and Advertising of WEKA FACHMEDIEN GmbH (August 2010)

1. An "order" in the sense of the general terms and conditions that follow is a contract relating to the publication of one or more advertisements of an advertiser or other advertising space buyer in the magazines of the publisher for the purpose of distribution, and to the placement of online advertising on the web sites of the publisher. These terms and conditions will also apply to an order for third-party inserts in the magazines brought out by the publisher. Online advertising will cover banners, pop-ups, special interest and keyword placements.
2. Differing, conflicting or supplemental general terms and conditions of advertising clients will not be recognized as an integral part of the contract, that is unless the publisher expressly agrees to them.
3. The publisher may alter these terms and conditions at any time. They will inform their clients in good time of any alteration, at the latest one month in advance. The publisher is authorized in particular in the event of the inoperativeness of a term or condition, to add to or replace the latter with effect for existing contracts, and upon the alteration of a legal provision or supreme court decision if said alteration affects one or more terms and conditions of the contractual relationship, to adapt the affected terms and conditions to suit the purpose of the altered legal situation.
4. The order will be concluded with the acceptance of the client's order by the publisher. Such acceptance may be in writing or by e-mail.
5. Should an advertising agency commission advertising orders on behalf of third parties, the contract will be concluded strictly with the advertising agency and not with its ordering party. If the ordering party of the advertising agency is to be the contractual partner, it will be named by the advertising agency as the ordering party and the issue of an order to the advertising agency verified in writing.
6. Advertising brokers and advertising agencies are duty bound to abide by the price list of the publisher in their proposals, contracts and billing with advertising parties. The commission granted by the publisher may not be passed on to the client, either wholly or in part.
7. The client is not entitled to the inclusion of advertisements in certain numbers, certain editions or at certain places of magazines. The publisher is free to insert an advertisement at a suitable spot, that is unless insertion was agreed for a certain number, in a certain edition or for a certain place of the particular magazine. The requirement for this is punctual availability of the ready to print copy. If the order cannot be performed in the particular number, the particular edition or at the particular place of the magazine, the publisher is authorized to insert in another number at a suitable spot. Categorized ads will be printed in the particular column without the need for an express agreement.
8. Placement of online advertising will be made as reasonably seen fit with the greatest possible consideration of the client's interests. The client is not entitled to placement of online advertising at a certain position of the particular web site. The publisher reserves the right to change the date of appearance of online advertising for technical or other comprehensible reasons.
9. The client may cancel orders for online advertising after conclusion of the contract. Cancellation must be in writing. The publisher will terminate insertion of the online advertising immediately after receipt of the cancellation.
10. Cancellation until two weeks before the commencement of insertion is free of cost. In the event of cancellation within a shorter term the publisher is entitled to bill the following costs:
 - 30% of the net value of the order for cancellation less than two weeks before the commencement of insertion;
 - 50% of the net value of the order for cancellation within one week of the commencement of insertion;
 - for cancellation after the commencement of insertion 50% of the net value of the order that is still due at the time of terminating insertion of online advertising. The price of online advertising already inserted will also be billed.
11. Different to the above provisions, cost-free cancellation of scheduled postings is only possible until two weeks before the date of insertion at the latest.
12. The publisher reserves the right to decline advertisement orders, also single insertions, advertisement texts and supplement orders because of the content, origin or technical form according to uniform, factually justified principles of the publisher if their content violates laws or official stipulations, or their publication is unacceptable for the publisher. Supplement orders are not binding for the publisher until the presentation of a specimen of the supplement or their approval. Supplements that create the impression with the reader, through their format or layout, of being a constituent part of the magazine or that contain third-party advertisements will not be accepted. Refusal of an order will be communicated to the client immediately. Advertisements that are not recognizable as advertisements because of their editorial composition may be identified by the publisher by the word "Anzeige" [Advertisement]. In as much as online advertising is not obviously advertising, the publisher may also identify it as such, in particular by the word "Anzeige" [Advertisement], and/or set it off from the editorial content to make its advertising nature plain.
13. The client is responsible for punctual delivery of proper ready to print copy or supplements or for punctual delivery of materials required for online advertising. In the case of digital ready to print copy the client undertakes to deliver proper copy, complying in particular with the format or the technical specifications of the publisher, punctually for the print copy deadline.
14. All services rendered by the publisher are subject to punctual fulfillment and execution of obligations and assistance on the part of the client. In the case of audio and/or video linked advertising (e.g. banners that cause a pop-up window to open when clicked on, in which audio and/or video content is reproduced) the client is responsible for concluding the necessary agreements with GEMA [society for musical performing and mechanical reproduction rights in Germany] or other copyright associations and/or owners.
15. In cases where a number of related files are sent, the client will ensure that these data are sent and/or saved in a common directory (folder).
16. Digitally transmitted artwork for color advertisements can only be reliably processed with a color proof supplied on paper. Differences in color are unavoidable without a color proof, but are no entitlement to a price reduction. In every case a printout is to be sent by fax to the print shop to be able to check factual correctness. The client must expressly request a faxed correction. Only correct color adjustment ensures correct color implementation within the usual tolerances.
17. Before a digital transmission of artwork the client is responsible for ensuring that the transmitted files are free of any computer viruses. Should the publisher discover computer viruses in a file transmitted by e-mail, said file will be deleted immediately without the possibility of the client making any related claims. The publisher also reserves the right to claim for damages of the client should the publisher suffer damages as a result of such computer viruses being infiltrated by the client.
18. If artwork is transmitted to the publisher digitally by a data medium, it will only be returned on special request to the client.
19. Discernibly unsuitable or damaged ready to print copy and/or advertising material will be replaced by the client immediately when requested to do so by the publisher. The cost of producing ordered ready to print copy and/or of producing ordered advertising material and of substantial alterations to originally agreed versions that are wished by the client and for which the latter is responsible because of the technical quality of the supplied ready to print copy and/or advertising material will be borne by the client. Should any deficiencies in the ready to print copy and/or advertising material not be immediately discernible but only become so in the printing operation and/or upon insertion, the client is not entitled to raise any claims for an inadequate impression and/or poor insertion.
20. The client avouches that they are the unconditional owner of all rights of use to the advertising material necessary for publication and distribution. In this respect they indemnify the publisher from all claims by third parties, and grant the publisher the rights of usage necessary for publication of the advertising material.
21. The client avouches that they are entitled to set the hyperlinks connected to the online advertising. The client furthermore affirms that they will abide by the applicable data privacy legislation – in particular of the Federal and Teleservices Data Protection Act – and also impose such a responsibility on their employees. Should the client use special techniques such as cookies or tracking pixels to obtain or collect data from the insertion of advertising material in the online offering of the publisher, the client also affirms that they will abide by the precepts of the German Telemedia Act (TMG) and/or of the Interstate Broadcasting Treaty (RfStV) as well as the Federal Data Protection Act (BDSG) in the collection, processing and use of personal data.
22. In the event of wholly or partly illegible, incorrect or incomplete impression of an advertisement, the client may claim impression of a faultless substitute advertisement, but only to the extent to which the purpose of the advertisement was adversely affected. Should the publisher allow a reasonable term set them for this purpose to pass by, or if the substitute advertisement is again not free of faults, the client may claim a reduction of payment (abatement) or cancellation of the order (redhibitory action).
23. In the event of insufficiencies in online advertising the publisher will initially of their own choice offer rectification or replacement. Should subsequent fulfillment fail, the client may of their own choice demand a reduction of payment (abatement) or cancellation of the order (redhibitory action).
24. The client must report evident insufficiencies of online advertising in writing within three workdays after said online advertising goes live; otherwise a warranty claim may no longer be enforced.
25. In other respects the publisher is only liable in as much as they, their auxiliary persons and/or legal representatives are accused of deliberate or grossly negligent behavior. This does not apply in as much as the publisher violates principal obligations of the contract.
26. In cases of petty negligence the publisher and/or their auxiliary persons and legal representatives cannot be held liable for financial losses especially in terms of consequential damages, unpredictable or atypical damages and loss of profit. Otherwise in the event of financial losses in cases of petty negligence the liability of the publisher is limited to the payment to be made by the client. For claims under the Product Liability Act and for injury to life, body or health the publisher is liable according to statutory provisions.
27. All claims by the client of the publisher resulting from malperformance or insufficiencies of online advertising expire one year after the origination of such claims, that is unless they are founded on claims of deliberate negligence.
28. Proofs will only be supplied if expressly wished. The client bears responsibility for the correctness of the sent proofs. The publisher will include all error corrections of which they are informed by the print copy deadline or within a term agreed upon by the two parties.
29. If no particular sizes are specified, pricing will be based on the actual impression height that is usual for the type of advertisement.
30. If the client does not pay in advance, the invoice will be sent immediately or within 14 days of publication of the advertisement. Prices for advertising material are taken from the valid price list. Price reductions resulting from changed terms and conditions apply immediately to ongoing orders, price increases one month after announcement of the terms and conditions. If payment for online advertising is billed on a CPM basis, the publisher will inform the client on request of the number of ad impressions, the ad clicks and the ad click rate (ratio of ad clicks to ad impressions) of the web sites where the online advertising of the client is placed or, if payment is billed on a pay-per-click basis, of the number of actual clicks.
31. Payment is due within the term shown on the price list, that is unless from case to case a different term of payment or advance payment is agreed in writing. Any discounts for early payment are granted according to the price list. Agreed or allowed discounts for the insertion of a number of advertising means or upon the conclusion of blanket orders are only valid if the particular quantity and the time frame are adhered to. Upon non-adherence to the agreed quantity or time frame, the publisher is entitled to recalculate the discount proportionally to the difference between the discount granted and that corresponding to the actual quantity.
32. Upon default of payment or granting of a respite, interest of 8% above the prime lending rate will be billed or, if the client is a consumer in the sense of para. 13 of the German Civil Code, of 5% above the prime lending rate. Upon default of payment the publisher may put further execution of the current order on hold until payment, and demand advance payment for remaining advertisements. If there are well-founded doubts about the solvency of the client, the publisher is entitled even during the running time of agreed advertisements to demand advance payment of the amount due when the advertisements are completed and payment of any outstanding invoices, regardless of any originally agreed time for payment, before publishing any further advertisements.
33. On request the publisher will supply an advertisement proof. Depending on the nature and scope of the advertising order, advertisement cutouts, proof pages or complete proof numbers will be supplied. If a proof can no longer be obtained, it is replaced by legally binding certification by the publisher of the publication and distribution of the advertisement.
34. In the case of box number advertisements the publisher applies due diligence in safekeeping and forwarding the offers. Registered letters and express letters in response to box number advertisements are only forwarded by regular mail. Receipts from box number advertisements are kept for four weeks. Letters that are not collected during this time are destroyed.
35. If a joint discount is claimed for affiliated enterprises, written evidence of the affiliation status of the client is necessary. Affiliated enterprises in the sense of this condition are enterprises between which there is a capital share of at least 50%. Evidence must be produced before claiming such a joint discount. Joint discounts for affiliated enterprises are subject in every case to express written confirmation by the publisher. Termination of the affiliation of an enterprise is to be reported immediately; termination of the affiliation of an enterprise also terminates any joint discount.
36. The publisher is not responsible for delays in performance resulting from force majeure (strike, lockout, disruption of operations, etc). After removal of the obstruction the publisher can immediately publish advertisements in the next possible issue of the publication and online advertising, or wholly or partly withdraw from the contract. The client has no right to claims for compensation.
37. Alterations or additions to these general terms and conditions must be communicated in writing, by telefax or by e-mail. That also applies to alterations to this clause.
38. Any inoperativeness of a term or condition of these terms and conditions shall not affect the operativeness of the remaining terms and conditions. An inoperative term and condition is to be replaced by a term and condition that comes closest to the intended business import of the term and condition now considered inoperative.
39. The place of jurisdiction is that of the registered office of the publisher if the client is a merchant in the sense of the code of commercial law, a legal person governed by public law or a special fund under public law. The same shall apply in as much as the client, upon filing an action, possesses an office or a habitual residence in the Federal Republic of Germany.
40. The legal code of the Federal Republic of Germany shall be applicable under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.