

Reach
70,000
decision-
makers



All that moves Berlin entrepreneurs.

Berliner Wirtschaft

Price List Nr.58 Valid from 01.01.2023

The Magazine of IHK Berlin: Berliner Wirtschaft

The Best Target Group Access for You as an Advertising Customer

Berlin's business community is the source of information for corporate decisions.

While TV, internet, and radio are used in parallel with other activities, print media predominantly receives undivided attention.

The Berlin Chamber of Industry and Commerce helps with questions about training and business start-ups, laws, taxes and current economic policies. It is also the publisher of the Berliner Wirtschaft magazine.

The print edition of Berliner Wirtschaft has provided credible and timely information for years. It additionally stands out for its unique regional proximity to its readers.



The Magazine of IHK Berlin: Berliner Wirtschaft

Advantages at a Glance

- **Readership:** 70,000 managing directors, self-employed individuals, and influencers across politics, the media, and large companies
- **Reach:** Berlin-Brandenburg metropolitan region
- **Target group:** High-income and high willingness to invest
- **Personalised delivery** by Deutsche Post AG
- **Relevant information** for business decisions
- **Frequency:** 10 x per year, including 2 double issues



The Magazine of IHK Berlin: Berliner Wirtschaft

Publication Dates, Advertising, and Printing Deadlines

EDITION	PUBLICATION DATE	DEADLINE	PRINTING MATERIAL DEADLINE	INSERTS/BOUND INSERTS DELIVERY DATE	ADVERTORIALS DEADLINE
February	01.02.2023	05.01.2023	11.01.2023	18.01.2023	14.12.2022
March	08.03.2023	09.02.2023	15.02.2023	22.02.2023	26.01.2023
April	05.04.2023	09.03.2023	15.03.2023	22.03.2023	23.02.2023
May	03.05.2023	30.03.2023	06.04.2023	18.04.2023	23.03.2023
June	07.06.2023	05.05.2023	17.05.2023	23.05.2023	27.04.2023
July	26.07.2023	29.06.2023	05.07.2023	12.07.2023	15.06.2023
September	06.09.2023	10.08.2023	16.08.2023	23.08.2023	27.07.2023
October	04.10.2023	04.09.2023	13.09.2023	19.09.2023	24.08.2023
November	01.11.2023	05.10.2023	11.10.2023	18.10.2023	21.09.2023
December	06.12.2023	09.11.2023	15.11.2023	22.11.2023	26.10.2023

The Magazine of IHK Berlin: Berliner Wirtschaft

Topic Overview 2023

January and February

IHK Focus

Skilled Workers

The demand is great and continues to grow - hardly any company can avoid the challenge. For the IHK Berlin, it is the topic of the year. To kick things off, the focus is on innovative strategies for recruiting skilled workers, as well as best practices, for talent recruitment and development.

Publisher's Topic

Banking for entrepreneurs

Whether it's a classic corporate account at an established bank or online banking at a FinTech, there are many options and paths for every need. Which form suits whom, and does everyone need a corporate account? This issue provides an overview of offers and requirements.

Closing date: 5th January 2023
Publishing date: 1st February 2023

March

IHK Focus

How Resilient is Berlin?

Where does the capital's economy stand after Corona and a year of war in Ukraine? What does the outcome of the repeat election mean for the region? How secure are electricity, energy, and water supplies?

Publisher's Topic

AI: Investment in the future

Small and medium-sized enterprises are also thinking about tomorrow and are increasingly investing funds in forward-looking digitalisation strategies. At the top of the list: artificial intelligence in more and more areas of application.

Closing date: 9th February 2023
Publishing date: 8th March 2023



Topic Overview 2023

April

IHK Focus **Open Data**

The IHK is planning its own open data offering. Talks are underway with 'Berlin Partner' for a large-scale data-thon/hackathon. The state of Berlin also plans to adopt an open data strategy.

Publisher's Topic **E-mobility in Fleet Management**

The changeover in vehicle fleets and company car fleets is in full swing, and the path to e-mobility has been mapped out. Due to changing funding conditions, companies must take a sensible approach to their vehicles and charging infrastructure.

Closing date: 9th March 2023
Publishing date: 5th April 2023

May

IHK Focus **Pragmatic Urban Development**

Online retailing in particular has changed the inner cities considerably, which makes it doubtful whether the department store concept can still be saved. The question then is how to sensibly guide what remains into a good future.

Publisher's Topic **Company Succession**

Generational change within the family or an external solution: for many entrepreneurs, handing over their life's work can be a difficult and tough step. A timely and competent consultation can pave the way to a new future for the business.

Closing date: 30th March 2023
Publishing date: 3rd May 2023

June

IHK Focus **Hidden Champions**

There are some very successful companies in Berlin which rarely see the public light. Especially interesting is the view of these 'Hidden Champions' from the perspective of the development of new technologies (AI, IoT, Blockchain, Metaverse).

Publisher's Topic **Digitalization and Climate Protection**

In terms of climate protection, the targeted use of modern technologies is helping companies to make progress. In this regard, as elsewhere, digitalization is proving to be the decisive driver. Not every tool fits everywhere, but there are the right offerings for every company.

Closing date: 5th May 2023
Publishing date: 7th June 2023

The Magazine of IHK Berlin: Berliner Wirtschaft

Topic Overview 2023

July and August

IHK Focus

Effective Education

Recent studies have once again confirmed: the learning level of Berlin's students shows serious deficiencies. How can schools and the quality of education be improved, including the view of career orientation and vocational training?

Publisher's Topic

Intermodal Transport

Coexisting transport services are being transformed into an urban mobility chain that can be used flexibly anywhere and any time. Sharing and public transport complement each other, thanks to mobility hubs and networked app solutions.

Closing date: 29th June 2023

Publishing date: 26th July 2023

September

IHK Focus

Circular Economy

It is not only changes in consumer and purchasing behavior that is transforming industry. Thrift shopping, refurbished products, and "renting instead of buying" illustrate an overall shift towards greater sustainability.

Publisher's Topic

MICE

Attracting and retaining customers and employees, networking and productive exchanges – all of this is made possible by trade fairs, incentives, conferences, and meetings. Both the pandemic and the use of new technologies are bringing about radical change.

Closing date: 10th August 2023

Publishing date: 6th September 2023



Topic Overview 2023

October

IHK Focus

Visions for Berlin's Traffic

The allocation of road space is a continuous issue in Berlin. Infrastructure problems, the achievement of climate targets, population growth, and the lack of skilled workers require viable solutions.

Publisher's Topic

Smart City

What does a Berlin that can meet the demands of the coming decades as a business location look like? Digital infrastructure is as important as an efficient, sustainable energy supply.

Closing date: 4th September 2023

Publishing date: 4th October 2023

November

IHK Focus

Foreign Trade

A perspective on global markets in the context of the current political situation and the issues of CSR. The EU plans to adopt a supply chain directive in 2023, which is expected to have extensive consequences for companies.

Publisher's Topic

Airport-Region

No other infrastructure project in Berlin and Brandenburg has a greater impact on both the development of urban neighborhoods and the interlinked area between the federal states. In south-east Berlin, BER is a driver of development.

Closing date: 5th October 2023

Publishing date: 1st November 2023

December

IHK Focus

Digital Management

Where do we stand? What do we need? Berlin's reality is still worlds away from what is understood by modern government services. We take a look at innovative ideas from Berlin-based companies.

Publisher's Topic

New Work

Working patterns and the relationship between companies and their employees are being completely redefined. How can companies invest in their workforce to best prepare them for changes in the world of work?

Closing date: 9th November 2023

Publishing date: 6th December 2023

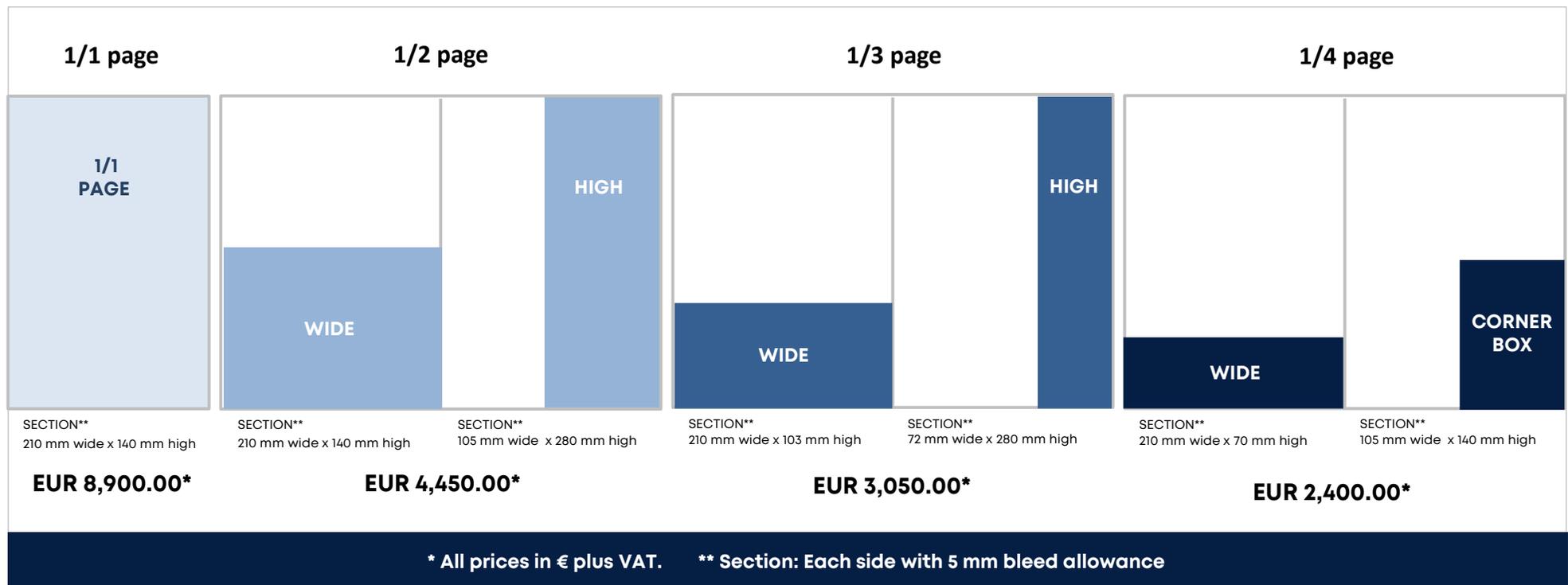
The Magazine of IHK Berlin: Berliner Wirtschaft

Advertising Sample

Marketplace with its own section



Your Advertising Format, Your Decision



Our tip for even more coverage: Combine Berlin Business with other IHK titles. This makes selective placements just as easy as the selection of economic areas, placement according to Nielsen areas, or nationwide campaigns.

The Magazine of IHK Berlin: Berliner Wirtschaft

Special Advertising

POST-IT		TIP-ON-CARD		SUPPLEMENTS		SINGLE PAPER	
Stick-on memo affixed inside the magazine		Postcard affixed inside the magazine		Enclosed printed material (cards, mailings, brochures, and flyers)		Ready-delivered printed material, firmly stapled to the magazine	
Format	min. 15mm x 40 mm max. 60 mm x 90 mm	Format	148 mm x 105 mm	Max Format	200 mm x 270 mm	Format	200 mm x 270 mm, plus bleed Weight: up to 40g, above by arrangement
Placement	On-carrier display/ min. ½ page	Placement	On-carrier display min. ½ page placement in the booklet on p. 19	Minimum width	10.5 cm	Layout cuts	Head trim = 25 mm Side trim = min. 4 mm Rear gripper fold = 8-15 mm
Delivery	EPS Files,, Version 1.3; Resolution of images, logos etc. in min. 300 dpi	Area-weight	Min. 135 g/qm to 250g/qm Postcard A6 (min. 150g/qm)	Price and weight	€130.00* / 1,000 Copies Up to 30 g, surcharge additional 10 gr. €10.00 / 1,000 copies.	Price	€120.00* / 1,000 copies plus subsidy 500 copies
Print documents	Delivery 7 days before the regular closing date	Price	€2,500.00 *, plus costs for a carrier advertisement, postcard A6, (min. 150g/m2)	Print documents	70,000 Copies plus subsidy 1,000 Copies.		
Price	€3,570.00*, plus costs for a carrier advertisement			Partial occupancy	From 10.000 copies only on request		

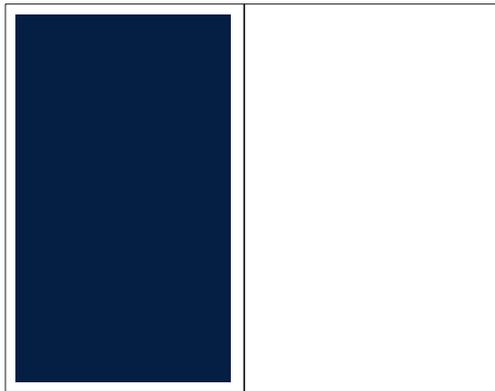
***All prices in € plus. VAT**

Delivery: The products must be delivered in a suitable condition for machine processing (not banded or similar). The accompanying documents must contain information on the number of items, the transport units, the journal title, and the number of the issue sequence. Please attach a visible sample to each packaging unit.

Dispatch address: Dierichs Druck + Media GmbH & Co. KG, Frankfurter Straße 168, 34121 Kassel, Germany

Advertorial

1/1 page



S: 174 mm wide x 236 mm high
EUR 8,900.00*

1/2 page



S: 174 mm wide x 118 mm high
EUR 4,450.00*

Our service for you:

We will be happy to create your advertorial content and, at the same time, take care of the required design guidelines. Please commission us 10 days before the advertising deadline so that we can offer you this service in full.

Calculation: We charge EUR 250.00** for the service (layout and/or text) per page or part thereof. The price includes two feedback loops.

**The Art Direction service is neither discount nor AE-deductible.

Rahmen
Um das Advertorial wird ein Rahmen gelegt
Farbe: C7-M-6-N7-K-0
Stärke: 8,75 mm

Kennzeichnung
Kennzeichnung „ANZEIGE“ in Versalien ist zwingend.
Schriftgröße mindestens 12 pt

Typo
Für das Advertorial werden serifenlose Schriften verwendet (s.Text)

Maße
Fläche für Bild und Text:
174 mm (Breite) x 241 mm (Höhe)

Firmenname/Firmenlogo
müssen deutlich präsentiert werden

1. Gestaltungsrichtlinie

Wenn Sie das Advertorial selber gestalten und fertig bei uns anliefern wollen, gelten neben den Eckdaten der Anzeigenpreisliste folgende Informationen:

- **Eckdaten des Magazins:**
 - Seitenformat: 210x280mm (+3mm Beschnittzugabe)
 - Satzspiegel: 174x236 mm
 - Anlieferung als PDF x3 im Farbprofil PSO LWC improved
- **Richtlinie zur Gestaltung**
 - Generell: Advertorials müssen sich in Form und Aufmachung für den flüchtigen Leser deutlich erkennbar von den redaktionellen Teilen der BERLINER WIRTSCHAFT unterscheiden.
 - Typo: Die Typo der BERLINER WIRTSCHAFT wird für Advertorials NICHT verwendet. Die im Magazin für den Fließtext verwendete Typogröße ist 9 pt
 - Bitte NICHT verwenden:
 - o Velino
 - o Velino Text
 - o Velino Headline
 - o Serifenschriften
 - Kennzeichnung: Jede Seite des Advertorials wird in der oberen äußeren Ecke mit dem Wort „ANZEIGE“ gekennzeichnet. Die Größe der Kennzeichnung ist mindestens 12 pt und immer in Versalien. Das Advertorial wird durch eine Umrahmung oder einen über die gesamte Breite der Anzeige am oberen Satzspiegelrand platzierten Balken gekennzeichnet.
 - Farben: Die Farben der BERLINER WIRTSCHAFT werden nicht für die Gestaltung des Advertorials genutzt. Die im aktuellen Heft für Überschriften genutzte Farbkombination steht für Advertorialüberschriften nicht zur Verfügung.
 - Grafische Elemente: Wesentliche typische graphische Elemente des BERLINER WIRTSCHAFT (z. B. Kästen etc.) können im Advertorial nicht verwendet werden. Der Firmenname/ das Firmenlogo des Inserenten muss im Advertorial deutlich platziert werden.

The Magazine of IHK Berlin: Berliner Wirtschaft

General Publisher's Information

Publisher	Axel Springer Corporate Solutions GmbH & Co.KG Axel-Springer-Strasse 65 10969 Berlin
Year	2023
Publication Frequency	10 x per year
Retail Price	4.00 Euro (postage included)
Circulation	70,000 copies per issue
Journal Size	210 mm wide x 280 mm high
Print Space	174 mm wide x 236 mm high
Print	Web offset, Four-colour printing, Euroscale
File Formats	EPS files with embedded fonts or printable PDF/X-3 files, Version 1.3; resolution of Images, logos etc. at least 300 dpi
Print Profiles	Inside: PSO LWC Improved (Fogra45L) Cover pages: ISO coated v2 300% (Fogra39L)
Data Transmission	berliner.wirtschaft-anzeigen@axelspringer.de evelyn.claus@axelspringer.de

Discounts

Frequency Scale		Quantity scale	
at 3 advertisements	10%	at 3 advertisements	10%
at 6 advertisements	20%	at 6 advertisements	20%
at 10 advertisements	25%	at 10 advertisements	25%

Discounts shall only be granted if the advertisements appear within a closing year. The period begins with the publication of the first advertisement. Contracts must be agreed before the first advertisement.

Advertising bookings are binding upon acceptance by the publisher. Cancellations after acceptance of the advertisement will incur a 30% cancellation fee; after the closing date, a 75% flat-rate cancellation fee will be incurred.

Terms of Payment

Payment after receipt of invoice net cash. 1% discount for advance payment of amounts over 100.00 Euro or for direct debit, provided that older invoices are not overdue.

In the case of new business relations or in the case of late payment, the publisher reserves the right to make the publication of advertisements and inserts dependent on the advance payment of the insertion costs.

In the event of deferment or default of payment, the usual bank interest rates for overdraft facilities shall be charged. Place of performance and jurisdiction is Berlin.

Bank details

Deutsche Bank Filiale Berlin
IBAN DE 06 1007 0000 0052 4262 00 **BIC** DEUTDE33

Terms and Conditions of Business

Our General Terms and Conditions apply, available in their valid version on our website: www.media-impact.de

A Great Decision for your Advertising

Berliner Wirtschaft

Best price-
performance
ratio

Get in touch with us !

Evelyn Claus

Senior Sales Manager

☎ +49 170 375 3281

Axel Springer Corporate Solutions GmbH & Co. KG

Axel-Springer-Street 65

10969 Berlin

evelyn.claus@axelspringer.com

www.as-corporate-solutions.de

www.axelspringer.com

Terms and Conditions of Business

The following General Terms and Conditions of Business (hereinafter referred to as "the GTC") govern the relationship between the and the Client when placing and processing advertising orders for the magazine "Berliner Wirtschaft" marketed by the Publisher, including the mobile and tablet PC applications ("apps") and e-papers based on it and readable offline (hereinafter jointly referred to as "magazines"), unless otherwise agreed in writing. Furthermore, these GTC shall also apply mutatis mutandis to orders for supplements, inserts or special technical designs. The Client may call up, print out, save and download these GTC at any time at www.media-impact.de.

1. Definition

1.1 "Offer" within the meaning of these GTC is the offer by Axel Springer SE, Corporate Solutions, (hereinafter: "Publisher") for the placement and publication of one or more advertising media in magazines for the purpose of distribution. Unless expressly designated otherwise as a binding offer, offers made by the Publisher are subject to change, i.e. not binding, and are subject to the availability of the service offered.

1.2 "Advertising order" within the meaning of these GTC is the offer by a client for the publication of one or more advertisements or other advertising media (hereinafter collectively referred to as "advertisements") by an advertiser other advertiser

(hereinafter collectively referred to as "advertiser") in a magazine for the purpose of distribution. The Advertiser may be an agency or an Advertiser directly.

1.3 A "conclude contract" is a contract for the publication of several advertisements, taking into account the discounts to be granted to the Advertiser in accordance with the price list, whereby the respective publications are made on demand by the Advertiser. If the right to call off individual advertisements is granted within the framework of a contract, the publication date of the last advertisement must be within one year of the publication of the first advertisement (hereinafter referred to as the "insertion year"), unless expressly agreed otherwise in individual cases.

1.4 The publisher may commission a third party to carry out the advertisement marketing. The agent shall act in the name and for the account of the publisher.

2. Conclusion of contract

2.1 In the case of an advertisement order, a contract shall be concluded, unless expressly agreed otherwise, by the printing of the advertisement (in the case of several advertisements, the first advertisement) or by confirmation of the Publisher in text form. If a binding offer is made by the Publisher, the contract shall be concluded by the Client's declaration of acceptance.

2.2 Insofar as agencies place advertising orders, the contract shall be concluded with the agency, subject to other written agreements. The agency shall be obliged to provide the publisher with proof of trade via an extract from the commercial register and proof of mandate upon request prior to conclusion of the contract.

2.3 Advertising orders from advertising agencies and media agencies will only be accepted for advertisers precisely named. Advertising for the products or services of an advertiser other than the one specified at the time of booking requires the prior written consent of the publisher in every case.

2.4 If the Marketer has orders or contracts marketed via third parties, these third parties act as representatives of the Publisher and on the Publisher's account.

2.5 Insofar as the granting of AE is not excluded, an intermediary fee of 15 % on the invoice net, i.e. on the invoice total without VAT after deduction of discounts, shall be remunerated for all orders placed via an advertising agency recognised by the publisher. Setup fees, technical costs and remuneration for layout and creative services are excluded from this.

2.6 Amendments and supplements to a contract as well as deviations from these GTC must be made in

writing. For contract amendments and supplements, this also applies to the cancellation of this written form clause.

2.7 In the case of agency bookings, the Marketer reserves the right to also forward booking confirmations to the agency's client.

2.8 Advertising bookings are binding upon acceptance by the publisher. Cancellations after acceptance of the advertisement are subject to a 30% flat-rate cancellation fee. In the period of four days or less before the advertising deadline, the cancellation costs shall be 50%, and in the case of cancellation after the 75% for cancellations after the advertising deadline.

3. Advertisement publication

3.1 If advertisements are only to be published on certain publication dates or in certain places in the magazine, this shall require an express agreement with the marketer. The orders for these advertisements must be received by the marketer in good time so that the client can be informed before the advertising deadline if the order cannot be executed in this way.

3.2 For publication in the electronic editions of the periodicals, the publisher shall be entitled to forward the print documents available for the paper editions to the respective requirements of the electronic edition. The presentation may deviate from the print result in the paper edition. In order to exclude this

Terms and Conditions of Business

deviation, the client may request the exact specifications from the publisher for the supply of an advertisement already adapted to the electronic edition. For the publication of the advertisements in the electronic editions of the magazines, the advertisement is scaled largely proportionally to the size of a page of the electronic edition in relation to the printed edition. In addition, placements equivalent to those in the printed edition are guaranteed in the electronic editions.

3.3 If there are no special size regulations, the calculation shall be based on the actual print height of the printed edition customary according to the type of advertisement.

3.4 An exclusion of competing advertisements is not promised in principle.

4. Obligations of the client and right of refusal of the publisher

4.1 The client shall be responsible for ensuring that the content provided by him, in particular his advertisements, are designed in such a way that they do not violate legal provisions and, in particular, comply with regulations concerning the protection of minors, the press, competition, data protection, criminal law and media service law. In the event of a breach of sentence 1, the Client shall indemnify the Publisher in full against all costs incurred by the Publisher as a result, including the costs of legal defence, upon first request. The Publisher shall not be obliged to check the advertising material prior to.

insertion and publication of the advertising material.

4.2 The publisher reserves the right to reject advertisements or other advertising media, in particular if their content violates laws or official regulations or if their content has been objected to by the German Advertising Council in a complaints procedure or if their publication violates the rights of third parties or the interests of the publisher due to their content, design, origin or technical form or if other advertising media (in particular inserts, supplements, etc.) cannot be enclosed or attached to the object for technical reasons. The client shall be notified immediately of the rejection of an advertisement or other advertising material. In the case of advertisements whose appearance corresponds to the editorial design of the iZeitschriften, the Publisher reserves the right to object in accordance with its publishing mandate. Advertisements which have an editorial design must be clearly distinguishable from the basic typeface of the magazines and must be marked with the word "Advertisement". Advertisements which are not recognisable as advertisements due to their design shall be clearly identified as such by the publisher with the word "Advertisement".

4.3 Advertising media containing advertising by or for third parties (joint advertising) require the prior written consent of the publisher in each individual case. The advertisers must be named. The publisher reserves the right to charge a combination surcharge or a different discount.

4.4 If the Client has already been warned or is being warned because of the content of an advertising medium or has already submitted or is submitting a declaration to cease and desist, the Client is obliged to inform the Publisher of this without delay. If the Client fails to comply with this obligation, the Publisher shall also not be liable for any damage incurred by the Client as a result of repeated publication of the advertisements (content) objected to.

5. Transmission of printing material

5.1 The Client alone is responsible for the timely delivery and perfect condition of suitable printing material or other advertising material. Unless otherwise agreed with the Marketer, the print documents are to be delivered by email to: evelyn.claus@axelspringer.de as well as berliner.wirtschaft-anzeigen@axelspringer.de

The Client is obliged to provide digital print documents as proper, in particular in accordance with the format specified in the contract or the technical requirements contained therein for the creation and transmission of online advertising media - corresponding templates for advertisements in good time before the start of placement. Costs incurred by the Publisher for changes to the artwork requested by the Client or for which the Client is responsible shall be borne by the Client.

5.2. The costs incurred by the publisher for changes to the artwork requested by the client or for which the client is responsible shall be borne by the client. In the

case of difficult typesetting work that requires more than the usual effort, the publisher reserves the right to charge for this in accordance with the actual effort involved. The usual quality of the advertisements is agreed for the occupied title in accordance with the information in the price list as well as in the order confirmation within the framework of the given possibilities, which are determined by the printing documents and the technology used by the printing company. Prior to the digital transmission of print documents, the Client shall ensure that the transmitted files are free of computer viruses. In particular, he shall be obliged to use commercially available protection programs for this purpose, which must be up-to-date in each case. If the Marketer discovers sources of damage of the aforementioned kind on a file transmitted to him, the Marketer shall no longer make use of this file and shall delete it to the extent necessary to prevent or limit damage, in particular to prevent the source of damage from spreading to the publisher's IT system), without the customer being able to assert claims for damages in this connection. The publisher reserves the right to claim damages from the customer if the publisher suffers damage as a result of such sources of damage infiltrated by the customer.

5.3 If an order is not carried out or is carried out incorrectly because the Client breaches its duties to cooperate, in particular if production artwork is not delivered on time, is incomplete and/or defective or incorrectly labelled or has been deleted in accordance with Clause 5.3, the Publisher shall

Terms and Conditions of Business

nevertheless be entitled to the agreed remuneration.

5.4 Digitally transmitted artwork for colour advertisements can only be reliably processed with a colour proof supplied on paper. Without a colour proof, colour deviations are unavoidable; they do not trigger a claim for price reduction.

5.5 Irrespective of the digital print documents, a written order with motif identification is required. The delivery of the print documents alone does not constitute the placing of an order.

5.6 Print documents shall only be returned to the client upon special request. The obligation to keep the print documents ends one month after the first publication of the advertisement or other advertising material.

6 Defects

6.1 If the publication of the advertisement does not comply with the quality or performance owed under the contract, the Client shall be entitled to a reduction in payment or a faultless replacement advertisement, but only to the extent that the purpose of the advertisement was impaired. The publisher has the right to refuse a replacement advertisement or publication if (a) this would require an effort which, taking into account the content of the contractual relationship and the principles of good faith, would be grossly disproportionate to the

client's interest in performance, or (b) this would only be possible for the publisher at disproportionately high cost. If the Publisher fails to meet a reasonable deadline set for the replacement advertisement or the publication of the other advertising medium, or if the replacement advertisement/replacement publication is again not faultless, the Advertiser shall be entitled to a reduction in payment or cancellation of the order. In the event of insignificant defects in the advertisement or the publication of the other advertising medium, the cancellation of the order shall be excluded.

6.2 The Client shall inspect the advertisement immediately after publication. Insofar as the Client is a merchant, complaints about defects must be made to the Publisher immediately after publication, unless the defects are not obvious, in which case a period of six months shall apply. Insofar as the client is a consumer, complaints in respect of obvious defects must be asserted within two weeks, in the case of non-obvious defects within one year of the statutory commencement of the limitation period.

6.3 The Publisher shall be liable for all damages, whether arising from a breach of contractual obligations or from tort, in accordance with the following provisions: (a) in the event of gross negligence, liability towards entrepreneurs shall be limited to compensation for the typical foreseeable damage; this limitation shall not apply insofar as the damage was caused by legal representatives or

executive employees of the Publisher. (b) In the event of simple negligence, the publisher shall only be liable if an essential contractual obligation has been breached, a guarantee has been assumed or fraudulent misrepresentation has been made. In such cases, liability is limited to the typical foreseeable damage. In the event of liability only for the typical foreseeable damage, there shall be no liability for indirect damage, consequential damage or loss of profit.

6.4 All claims against the Publisher arising from a contractual breach of duty shall become statute-barred one year after the statutory commencement of the limitation period, unless they are based on intentional or grossly negligent conduct or it is a matter of injury to life, limb or health; in such cases the limitation period shall be governed by the statutory provisions.

6.5 In the event of claims under the Product Liability Act and in the event of injury to life, limb or health, the Publisher shall be liable without limitation in accordance with the statutory provisions.

7. Preview Links

Previews will only be supplied if expressly requested. The publisher shall take into account all error corrections notified to it by the advertising deadline or within the deadline set when the proof is sent. Proofs for a digital edition shall be supplied in PDF

format.

8. Payments

8.1 The invoice shall be paid within the period shown on the invoice, unless otherwise agreed in writing in individual cases. The publisher reserves the right to demand advance payment by the advertising deadline for justified reasons, such as the commencement of a new business relationship. If direct debiting has been agreed for payment of the invoice, the publisher is obliged to inform the client in advance of the amount and debit date. The pre-notification shall take place at the latest one working day before the account is debited.

8.2 The Client may only offset claims of the Publisher against an undisputed or legally established claim. If the Client is an entrepreneur, he shall only be entitled to exercise a right of retention if the counterclaim is undisputed or has been legally established and is based on the same contractual relationship.

8.3 In the event of default in payment, reasonable reminder fees shall be charged in addition to the statutory default interest. Furthermore, the Publisher may defer further execution of the current contract or advertising order until payment has been made and demand advance payment for the remaining advertisements.

Terms and Conditions of Business

8.4 In the event of reasonable doubt as to the solvency of the Client, the Publisher shall be entitled, even during the term of a contract, to make the publication of further advertisements dependent on the advance payment of the amount on the closing date for advertisements and on the settlement of outstanding invoice amounts, irrespective of any originally agreed payment period.

8.5 Complaints of any kind concerning the invoice must be made immediately, but at the latest within 2 weeks, in writing or by telex. If this is not done, any claim to invoice account assignment by the Publisher for the publication and distribution of the advertisement shall be forfeited.

9. Price lists

9.1 Prices are always subject to the applicable statutory value added tax; this applies in particular to prices stated in advertising orders and price lists.

9.2 The Publisher is entitled to change the prices at any time with effect for the future. Price changes for advertising contracts shall be effective if they are announced by the Publisher at least one month before publication of the advertisement; in this case the Client shall have a right of withdrawal. The right of withdrawal 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 to be processed in a continuing obligation. In this case, changes to the price list come into effect

immediately, unless expressly agreed otherwise.

10 Transfer of rights and guarantee

10.1 The client is responsible for ensuring that the print documents provided by him do not infringe the rights of third parties. He declares that he is the owner of all rights of use and exploitation required for the placement and publication of the print documents provided by him and that he is entitled to dispose of them. In the event of the Publisher producing the advertisement, the Client also declares that he holds all the rights necessary for the production of the advertisement. In this respect, he shall indemnify the publisher against all claims of third parties upon first request. This also includes the costs of legal defence. The client is obliged to support the publisher with information and documents in the legal defence against third parties.

10.2 The Client shall transfer to the Publisher the non-exclusive rights of use, ancillary copyrights, trademark rights and other rights required for the production and publication of the advertising in print, online and telemedia of all kinds, including the Internet, in particular the right to reproduce, distribute, transmit, broadcast, make publicly available, extract from a database and retrieve, in terms of time and content, to the extent necessary for the execution of the order. The Publisher shall also be granted the right to self-promote the Publisher or the respective objects for an unlimited period of time. The aforementioned rights are transferred in all cases without any territorial

limitation and are freely transferable to third parties.

10.3 Any concepts and components on which the offers of the Publisher are based are protected by copyright and competition law and must be treated confidentially by the Client. In particular, these concepts may not be passed on to third parties, either in this form or in a modified form, nor may they be used by the Client for its own purposes outside the scope of the contract.

10.4 If a graphic or in any other way the name, logo, company mark, trademark, work title or other business designation is used in connection with the advertisement, the Client grants the Publisher the non-exclusive, non-transferable right to use the graphic or the corresponding signs in the respective advertisement for the duration of the contract.

10.5 Advertising motifs (promotions) designed by the Publisher for the Client may only be used for advertisements in the titles/issues booked for this purpose with the Publisher. No further rights are granted.

11 Term

11.1 The contract ends with the expiry of the agreed contract term.

11.2 The right to extraordinary termination for good cause after prior warning shall remain unaffected. The termination must be made in writing. A right to

termination without notice for good cause exists in particular if one of the parties repeatedly breaches a material contractual obligation despite a written warning, fails to remedy a continuing breach of contract within a reasonable period of time or fails to remedy its consequences, a warning has been issued against one and/or both Parties and/or against a magazine marketed by the Publisher as a result of a contractual service and/or an injunction has been obtained or if the Publisher has reasonable grounds to suspect that the Client or the content provided by the Client violates or has violated applicable legal provisions, in particular of the German Penal Code or the applicable advertising regulations reasonable suspicion exists as soon as the Publisher has factual indications of a violation of legal provisions, in particular as soon as preliminary proceedings are initiated against the Publisher, the Client and/or the magazines marketed by the Publisher or as soon as the competent authorities request a statement, reason for termination without notice is also given if insolvency proceedings are instituted against the assets of a contractual partner or are not instituted due to lack of assets or an application is made in this regard and the contractual partner concerned does not prove the obvious unfoundedness of the application within a reasonable period of time despite being requested to do so. Furthermore, a reason for termination without notice exists if enforcement measures have been taken against one of the contracting parties and have not been lifted within one month.

Terms and Conditions of Business

11. Duration

11.1 The contract ends with the expiry of the agreed contract period.

11.2 The right to extraordinary termination for good cause after prior warning remains unaffected. The termination must be made in writing. A right to termination without notice for good cause exists in particular if one of the parties repeatedly breaches a material contractual obligation despite a written warning, fails to remedy a continuing breach of contract within a reasonable period of time or fails to remedy its consequences, a warning has been issued against one and/or both Parties and/or against a magazine marketed by the Publisher as a result of a contractual service and/or an injunction has been obtained or if the Publisher has reasonable grounds to suspect that the Client or the content provided by the Client violates or has violated applicable legal provisions, in particular of the German Penal Code or the applicable advertising regulations reasonable suspicion exists as soon as the publisher has factual indications of a violation of legal provisions, in particular as soon as preliminary proceedings are initiated against the publisher, the client and/or the magazines marketed by the publisher or as soon as the competent authorities request a statement. A reason for termination without notice is also given if insolvency proceedings are instituted against the assets of a contractual partner or are not instituted due to lack of assets or an application is made in this regard

and the contractual partner concerned does not prove the obvious unfoundedness of the application within a reasonable period of time despite being requested to do so. Furthermore, a reason for termination without notice exists if enforcement measures have been taken against one of the contracting parties and have not been lifted within one month.

12. Disruptions of the contractual relationship in the event of force majeure

12.1 In the event of operational disruptions or in cases of force majeure, industrial disputes, confiscation, traffic disruptions, general shortages of raw materials or energy and the like - both in the Publisher's operations and in third-party operations used by the Publisher to fulfil its obligations - the Publisher shall be entitled to full payment for the published advertisements if the Marketing Object has been delivered by the Publisher with 80 % of the average circulation sold or otherwise guaranteed over the last four quarters. In the event of lower deliveries, the invoice amount shall be reduced in the same proportion as the guaranteed circulation to the circulation actually delivered. The publisher reserves the right to postpone publication dates for current reasons. The client shall not be entitled to any claims against the publisher as a result.

13. Involvement of third parties

The Client requires the prior written consent of the Marketer for the complete or partial transfer of its

rights and obligations arising from the advertising order. The Publisher is entitled to use third parties to fulfil its obligations arising from the advertising order.

14. Confidentiality and press

14.1 Unless otherwise agreed in writing, the contracting parties shall treat details of the contractual relationship, in particular the prices and conditions, as well as business secrets of which they become aware directly or indirectly through the respective other party in the course of the performance of the contract, as strictly confidential. This shall not apply if disclosure is ordered by a court of law or by the authorities or is necessary to enforce its own rights against the respective other contracting party in court. The Marketer is furthermore entitled to disclose the content of the advertising order to third parties engaged in accordance with section 16 as well as to affiliated companies in accordance with sections 15 et seq. of the German Stock Corporation Act. German Stock Corporation Act. The obligation shall exist for the entire term of the contract and indefinitely beyond any termination.

14.2 The Publisher is entitled to forward the gross advertising revenues of the Client and Advertiser at product level to Nielsen Media Research or comparable institutions for publication.

14.3 Press releases as well as other public announcements to third parties about the business

business relationship between the Publisher and the Client or regarding the details of agreements made require the prior approval of the Publisher. This also applies to logo publications for logos supplied by the Publisher.

15. Final provisions

15.1 Any additional terms and conditions contained in the price list shall apply in addition to these General Terms and Conditions.

15.2 Insofar as written form is required in accordance with these General Terms and Conditions, this shall be complied with by text form.

15.3 The Client shall be notified of any amendments to the General Terms and Conditions in writing and at www.media-impact.de. They shall be deemed to have been approved by the Client unless the Client objects in writing within one month of notification.

15.4 General contractual conditions or terms and conditions of the Client are hereby expressly excluded. This shall also apply if the Client's terms and conditions have not been expressly objected to and/or the Publisher provides the services without objection, i.e. advertising media are placed and published without objection.

15.5 The place of performance is the registered office of the Publisher. In business transactions with merchants, legal entities under public law or special

Terms and Conditions of Business

funds under public law, the place of jurisdiction for legal actions shall be the registered office of the Publisher. In the case of non-merchants, the place of jurisdiction shall be determined in accordance with the statutory provisions. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

15.6 Should individual provisions of the contract including these regulations be wholly or partially invalid or should the contract contain a loophole, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The contracting parties undertake to replace an invalid provision with a valid agreement whose economic success comes as close as possible to that of the invalid provision.