

## GENERAL TERMS AND CONDITIONS

General Terms and Conditions of  
Transmedia Verlagsgesellschaft mbH  
as at: August 2008

### § 1 Conclusion of Contract

- 1.1 For all business relations between the Client and the Publisher the present General Terms and Conditions and the media data handed over to the Client shall apply exclusively. Any deviating terms and conditions of the Client shall not apply, even if the Publisher does not expressly contradict them.
- 1.2 The Publisher reserves the right to reject orders for advertisements or insets and individual calls within the framework of a contract because of their technical form or for objective reasons. The Publisher will not publish advertisements if their content violates laws or official dispositions or if the Publisher cannot be reasonably expected to publish them.  
Orders for insets shall only be binding for the Publisher once a specimen in the original size has been submitted and when the Publisher has forwarded a written confirmation to the Client. Insets which give the impression with their format and layout that they are a component part of the Publisher's product or which contain advertisements not accepted by the Publisher shall not be accepted. The Client shall be notified in writing if the order is rejected.
- 1.3 The Client shall be entitled to withdraw from his advertisement order prior to the closing date for advertisements. In the case of such a withdrawal the following cancellation charges shall apply:
  - up to 8 weeks prior to closing date for advertisements 20% of the price of the advertisement
  - up to 4 weeks prior to closing date for advertisements 30% of the price of the advertisement
  - up to 2 weeks prior to closing date for advertisements 40% of the price of the advertisement
  - up to the closing date for advertisements 50% of the price of the advertisement
  - after the closing date for advertisements 100% of the price of the advertisement

It is up to the client to prove that the damages were far less severe.

### § 2 Publication, Trial Print and Voucher Copy

- 2.1 The Client shall send the printer's copy to the Publisher in the specification indicated by the Publisher. The Client is responsible for the timely delivery of the printer's copy to the Publisher. The specification of the printer's copy and the closing date for printer's copy can be found in the media data.
- 2.2 The Publisher only publishes advertisements in the sizes and positions indicated in the media data. Positioning will only be confirmed subject to possible changes for technical reasons. This shall not entitle the Client to lodge any claims.
- 2.3 The Client shall inform the Publisher expressly and clearly if he desires publication in a certain position, in a certain edition or under a certain heading.
- 2.4 Orders for advertisements or insets must be received by the Publisher at the latest by the closing date for advertisements to enable him if necessary to give notification that the order cannot be carried out. The closing date for advertisements can be found in the media data.
- 2.5 The Publisher will only prepare trial prints at the Client's express wish.
- 2.6 The Client shall bear the costs for any changes to the agreed design or printer's copy supplied by the Client. These costs will be invoiced separately.
- 2.7 The Publisher shall be entitled to clearly identify advertisements which may not be clearly recognisable as such in view of their editorial design by adding the word „Advertisement“.
- 2.8 The Publisher shall forward to the Client free of charge a voucher copy after the advertisement has appeared. If in an individual case a voucher copy cannot be sent (for example because the total print run has been exhausted) the Client shall receive a confirmation from the Publisher that the advertisement has appeared.
- 2.9 The Publisher will retain the Client's print documents for one year and will destroy them after this period has expired. The Publisher will return to the Client his print documents within this period at the Client's written request and at his expense.

### § 3 Prices and Terms of Payment

- 3.1 The prices of advertisements can be found in the ad price list which is valid at the time the contract is signed. The ad price list can be found in the media data.
- 3.2 If the Client does not make payment in advance, the invoice will be sent after publication of the advertisement. Invoice amounts shall be due for payment on publication of the advertisement. The Client shall settle the invoice by the deadlines indicated in the media data. A discount will be granted to the extent indicated there.
- 3.3 In the case of delayed payment the Client shall pay interest on arrears at the rate of 8% above the base rate of the European Central Bank. The Publisher reserves more extensive rights.
- 3.4 If the Client delays payment the Publisher may postpone any further performance of the order until payment has been effected in full and may demand advance payments for the remaining advertisements.
- 3.5 The Client may only apply set-off in the case of undisputed claims or claims established to be legally effective. The Client shall only be entitled to enforce a right of retention on account of counter-claims arising from the present contract.

### § 4 Liability and Warranty

- 4.1 The Publisher shall not be held responsible for force majeure (e.g. war, strikes or lock-outs). The Client may not use this to justify any claims.
- 4.2 The Publisher shall be liable for damage to the Client where such damage has been caused by wilful or grossly negligent behaviour on the part of the Publisher, his legal representative or a person helping him in the performance of his service. The Publisher shall be liable without limitation for the lack of a promised feature. In the case of slight negligence the Publisher shall be liable only if it has caused him to delay performance of his service, has rendered his service impossible or if he has violated a major obligation in any other way. In such cases the Publisher shall be liable without limitation for personal injury and the liability shall be limited for material and pecuniary damage to the foreseeable damage up to a maximum of ten times the value of the fee for the advertisement or inset order. Liability for all other cases of damage is hereby excluded, although liability under the German Product Liability Act is unaffected by this.
- 4.3 If a printed advertisement is, in whole or in part, illegible, incorrect or incomplete, the Client shall be entitled to claim a replacement advertisement but only to the extent to which the purpose of the advertisement has been impaired. If the Publisher allows a reasonable deadline set for publication of the replacement advertisement to pass without acting or if the replacement advertisement is again defective, the Client shall be entitled at his discretion to demand a reduction of price or nullification of the contract. If it cannot reasonably be expected of the Client that he takes out a replacement advertisement, he shall be entitled to demand immediate reduction in price or nullification of the contract.

### § 5 Discrimination ban

The Client shall undertake to implement the contract in a non-discriminatory fashion by complying with the provisions of the General Equal Treatment Act, particularly in order-related dealings with the employees of the Publisher.

### § 6 Data Protection

The Publisher saves data about the Client which becomes known to him during the business relationship and which is necessary for fulfilment of the contract. This data shall be used only for purposes of fulfilment of the contract.

### § 7 Concluding Provisions

- 7.1 The place of performance is Cologne.
- 7.2 No verbal subsidiary agreements have been made.
- 7.3 German law shall apply.
- 7.4 The legal venue is Cologne provided the customer is a businessman, a legal person under public law or a public-law special fund.

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