

# brandeins



25 years  
brandeins

Rate Card 2024

[media.brandeins.de](https://media.brandeins.de)

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## Philosophy

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### 1. The economy and society are changing

1999, brand eins set out in order to accompany the transition from an industrial society to a knowledgeable society. To illustrate by means of examples how our lives will be improved by this shift. That will remain our guideline. Because the pressure to change has not grown smaller, it has in fact grown through the pandemic. What is certain is that also in the future we will not be detained by pessimism, we will look for people, ideas and companies that stimulate the economy, society, and culture.

### 2. Understanding the economy and making it understandable

We are not looking for culprits - we are looking for causes, circumstances and backgrounds: That was our promise when we were founded, we have kept it over the past 25 years and will continue to do so in the

future. Because brandeins is still backed by an editorial team that thinks and acts like an entrepreneur. This sharpens our view of the economy, of successes and failures. And on the people who dare to do something.

### 3. Demonstrate what's possible

People who don't yield to the status quo and who want change read brand eins. We support our readers with stories that give them ideas, explain background information, and illustrate development. And through bringing them together – either at our Future Conference or through our peer group programme Safari that started four years ago. And soon with the help of other formats. Because together we are stronger.

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brandeins – the facts

Created: 1999

Memberships: IVW, LAE, AWA

Publication frequency: 10 issues a year

## Our values

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### Fairness

to our readers, who can always expect the highest quality that we are able to provide. To our conversational partners, who can always rely on our word. To our advertising customers, who do not have to fear that we will offer better prices to others.

### Independence

in reporting: There are no connections between editorial reporting and advertising business. Precisely because we also allow ourselves to appreciate business performance, editorial independence is our highest value. As a company: the business magazine brandeins is a product of brand eins Medien AG, which emerged in 2000 from brand eins GmbH founded in 1999. The co-founders Oliver Borrmann, Volker Walther and Gabriele Fischer are still on board; in the meantime other private individuals have been added as shareholders.

### Credibility

Since the first edition, brandeins has been growing steadily and despite all the economic downturns – primarily by word of mouth. Readers of brand eins like to talk about it. And: they develop a relationship – with the magazine, with the editors and with everything connected with them. This kind of relationship results in high standards – but that is the foundation on which we stand.

### Passion

brand eins was created because people believed in their idea of a different business magazine. at first it was just an editorial team, then an editorial team with investors, later an editorial team with investors and a publisher. Today it is brand eins Medien AG, which produces various podcasts in addition to the business magazine brandeins and brand eins Thema. it publishes the business magazine for children : weil. with Carlsen Verlag and produces publications for customers in a separate division. Since 2014, the team has been organising brand eins you can touch. Conferences, such as work awesome, of which we have been a partner since 2023, as well as events on specialist topics. And in 2018, brand eins safari was launched, a peer group programme that builds on the strength of the brandeins community. Ideas have power and can make a difference. That is the conviction that drives us.

Gabriele Fischer, Editor-in-chief  
*[gabriele\\_fischer@brandeins.de](mailto:gabriele_fischer@brandeins.de)*

## Interesting facts

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### Community

Brandeins readership is committed, prepared to pay for quality and loyal to the brand. Example. Social networks (Xing-News more than 156.800 followers / Facebook more than 163.000 friends / X-Twitter more than 175.900 users / LinkedIn more than 205.600 followers/ Instagram more than 83.500 followers). But also as sponsor for the brandeins future subscription, that was called into being in September 2017. A growing amount of readers support the idea of bringing the world of economics closer to young people still in training with the help of a sponsored subscription. Their motives characterise our readers and their relationship to brand eins (brandeins.de/zukunftsabo).

### Formats 01

brand eins still shines in print – and in various formats. Next to our business magazine, the brand eins Medien AG issues the edition brand eins in which only one customer stars as the advertiser. We can help you with possible display options. The three industry reports brand eins/thema that are published annually offer an exclusive approach to IT service providers, business consultants, and corporate law firms. If you are wanting to hire new employees as a successful company in one of these industries, you are now able to place innovative and attractive job adverts. Or you can book a place in Headzoom – where you represent yourself in a video

for potential new employees that have been identified by us beforehand. We still offer the known advertising formats of “2hoch2” (2up2) and the small ad section.

### Formats 02

Since 2016, fans have also been able to listen to brand eins. Together with our partner detektor.fm, we have developed the magazine into a successful podcast that is subscribed to by 77.000 people and is now part of a podcast family. Podcast.brandeins.de At the end of 2021, six new newsletter series on selected topics of (business-) life were launched, so the range is growing. We send this 7 Newsletter to over 70.000 contacts every month. Each newsletter format offers exclusive advertising space for your brand.

## Advertising formats and prices

| Advertising formats<br>(Magazine format: 198 mm wide, 262 mm high) |        | Bleed format in mm<br>(w x h) | Type area in mm<br>(w x h) | Prices in Euro<br>bw or 4c |
|--|--------|-------------------------------|----------------------------|----------------------------|
| 1/1 page   |        | 198 x 262                     | 170 x 230                  | 18,200                     |
| 2/3 page   | high   | 121 x 262                     | 113 x 230                  | 13,100                     |
| 1/2 page   | high   | 91,5 x 262                    | 83,5 x 230                 | 10,000                     |
| 1/2 page   | wide   | 198 x 129                     | 172 x 113                  | 10,000                     |
| 1/3 page   | high   | 62,5 x 262                    | 54,3 x 230                 | 7,000                      |
| 1/3 page   | wide   | 198 x 94                      | 172 x 78                   | 7,000                      |
| 2/1 page   | spread | 396 x 262                     | 380 x 230                  | 36,400                     |
| 2 x 1/2 page   | spread | 396 x 129                     | 380 x 113                  | 20,000                     |
| 2 x 1/3 page   | spread | 396 x 94                      | 380 x 78                   | 14,000                     |

5 mm trim for all cut sides. . 5 mm minimum distance to trimmed edge for important text and picture elements in danger of being cropped.

If, for double-page motifs, texts or important picture elements run through the binding, the picture data must show a duplication of 3 mm per page (5 mm for Opening Spread).

In principle please attach all double pages as single page PDFs (= 2 files). The relevant binding allowance must be included in the final format of the double page.

Discounts (when advertisements are placed within 12 months) – NOTICE: the previous year's volume forms the starting discount for the following year. Your loyalty is rewarded.

### Frequency discount

|                          |     |
|--------------------------|-----|
| from 2 insertions .....  | 10% |
| from 4 insertions .....  | 12% |
| from 6 insertions .....  | 14% |
| from 8 insertions .....  | 16% |
| from 10 insertions ..... | 18% |
| from 12 insertions ..... | 20% |

### Volume discount

|                     |     |
|---------------------|-----|
| from 2 pages .....  | 10% |
| from 4 pages .....  | 12% |
| from 6 pages .....  | 14% |
| from 8 pages .....  | 16% |
| from 10 pages ..... | 18% |
| from 12 pages ..... | 20% |

The painting and quantity scales apply across the board to all brand eins Medien AG products. Classified ads, WasWannWo ads, and newsletter banners are eligible for discount in combination, but are not discount-forming.

All prices are indicated exclusive of VAT.

Agency commission: 15%, culture discount and job adverts on request.

## Advertising formats



2/1 page bleed in spread  
396 x 262 mm



2/1 page type area in spread  
380 x 230 mm



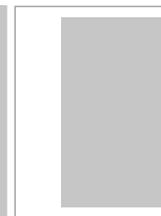
1/1 page bleed  
198 x 262 mm



1/1 page type area  
172 x 230 mm



2/3 page high bleed  
121 x 262 mm



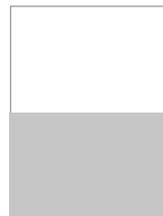
2/3 page high type area  
113 x 230 mm



2 x 1/2 page bleed in spread  
396 x 129 mm



2 x 1/2 page type area in spread  
380 x 113 mm



1/2 page wide bleed  
198 x 129 mm



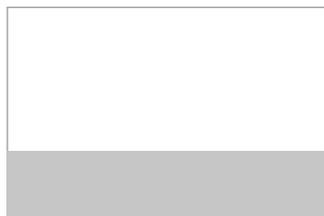
1/2 page wide type area  
172 x 113 mm



1/2 page high bleed  
91,5 x 262 mm



1/2 page high type area  
83,5 x 230 mm



2 x 1/3 page bleed in spread  
396 x 94 mm



2 x 1/3 page type area in spread  
380 x 78 mm



1/3 page wide bleed  
198 x 94 mm



1/3 page wide type area  
172 x 78 mm



1/3 page high bleed  
62,5 x 262 mm



1/3 page high type area  
54,3 x 230 mm

## Loose inserts, bound inserts, tip-ons

Loose inserts are sheets, cards or brochures inserted loosely into the magazine. They have to be closed toward the binding in order to be processed. The circulation is 20,000 copies at a minimum. Prices for loose inserts with more than 50g per item on request.

|   |                    |       |                  |
|---|--------------------|-------|------------------|
| Prices:                                     | up to 25g per item | € 140 | per 1,000 copies |
|   | up to 50g per item | € 160 | per 1,000 copies |
| Split runs (e.g. subscription circulation): | up to 25g per item | € 200 | per 1,000 copies |
|   | up to 50g per item | € 220 | per 1,000 copies |
| Maximum size:                               | 180 x 240 mm       |       |                  |
| Minimum size:                               | 120 x 140 mm       |       |                  |

Bound inserts are printed materials bound into the magazine. They must be provided by the customer ready for processing.

|   |  |             |  |
|---|--|-------------|--|
| Prices:                                     | 2-page   | € 150       | per 1,000 copies                         |
|   | 4-page   | € 160       | per 1,000 copies                         |
|   | others on request  |             |  |
| Split runs (e.g. subscription circulation): | 2-page   | € 220       | per 1,000 copies                         |
|   | 4-page   | € 230       | per 1,000 copies                         |
|   | others on request  |             |  |
| Maximum/minimum grammage:                   | 2-page maximum 200g/m <sup>2</sup> , 2-page at least 150g/m <sup>2</sup> , others on request |             |  |
| Maximum size:                               | 198 x 262 mm (insert size w x h) plus following trim:  |             |  |
|   | Top 3 mm   | Bottom 3 mm | Outside edge 3 mm      Routing edge 3 mm |

Tip-ons – postcards, catalogues, free samples etc. – are glued on carrier adverts (at least 1/1 page) in such a way that they can be easily removed.

They have to be closed toward the binding in order to be processed. Tip-ons are only possible at the start or end of the sheet; placement on the carrier page up to 60 mm from the binding.

|               |              |   |
|---------------|--------------|---|
| Price:        | € 80         | per 1,000 copies plus higher postal charges |
| Maximum size: | 148 x 210 mm |   |
| Minimum size: | 60 x 75 mm   |   |

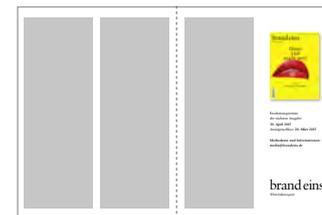
Miscellaneous: Before an order can be definitely confirmed specimen copies of the loose inserts, bound inserts or tip-ons must be checked by the publisher. Please send us at least 5 specimen copies 4 weeks before the ad closing date. You will be given the delivery print run and delivery address with the order confirmation. Supplement for processing: 2% of the number of copies filled. All prices are indicated exclusive of VAT. Agency commission: 15%. The frequency discount applies.

## 2hoch2 advertisements

A special format. And particular possibilities: Do you want to present your product or range to the brand eins readers – but have no advertising campaign? No problem. Format „2hoch2“ puts together what you already have to hand: a photo, a short product description, a headline and your address. We will design a half-page advertisement (see illustration) that will appear together with other presentations on a single or double page. Here's exactly what we need for that:

|                              |  |
|------------------------------|--|
| Element:                     | Specifications:                                    |
| A foto/picture element       | 83,75 x112 mm TIFF file, 300dpi                    |
| Product text/picture caption | maximum 250 characters including spaces            |
| Headline                     | maximum 28 characters including spaces             |
| Contact address              | optional   |
| Logo                         | TIFF file, 300dpi or EPS/PDF converted to outlines |
| Price                        | € 3,100 plus VAT. The discount given applies.      |

Send these components by email to [anzeigen@brandeins.de](mailto:anzeigen@brandeins.de) before the printing deadline of the brand eins of your choice. You will then receive the finished advert as PDF for approval. And your brand will be presented in brand eins. You can book this format on [2hoch2\\_anzeigen@brandeins.de](mailto:2hoch2_anzeigen@brandeins.de).



## What? When? Where?

Our new format for your event. You are planning an event or have a special occasion to which you would like to invite brand eins readers? But you have no advertising budget? No problem. The format „What? When? Where?“ pools the most important information and visualizes it with style and in color and presents it in predefined categories. We design a quarter page advertisement in a cluster format that will be published with maximally seven further presentations covering a double page. A calendar of events at a glance.

|                  |  |
|------------------|--|
| Element:         | Specifications:  |
| Event            | Name of event with subtitle                              |
| Facts            | When? Where? What are the costs?                         |
| Invitation text  | maximal 500 characters including blanks                  |
| a Logo/KeyVisual | in eps-Format  |
| Category         | Conference, Trade show, Festival, others                 |
| Contact          | Your website for further information                     |
| Price            | € 800,- plus V.A.T. (discountable for agency commission) |

Send these components by email to [anzeigen@brandeins.de](mailto:anzeigen@brandeins.de) before the printing deadline of the brand eins of your choice. You will then receive the finished advert as PDF for approval.



## Technical data digital edition

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All adverts that are booked in the brand eins magazine can be also published in the brand eins app on the tablet edition. Should you NOT want publication of your advert in the tablet edition please let us know in writing before the issue appears.

For the correct representation on the tablet edition we need your advert as follows:

|                               |                             |
|-------------------------------|-----------------------------|
| Data format                   | JPEG                        |
| Depiction in portrait format  | 1536 x 2008 px without trim |
| Depiction in landscape format | 2048 x 1496 px without trim |
| Colour mode                   | RGB                         |
| Resolution                    | 200dpi                      |

If both formats (portrait and landscape) are not supplied, then only upon delivery of a high format, the ad is shown in landscape format with a white border on the left and right. A double-page ad will be displayed in landscape full frame, in portrait format with white borders above and below.

If you have any questions regarding the technical requirements of your advert for the tablet edition, please contact us: [anzeigen@brandeins.de](mailto:anzeigen@brandeins.de).

## Dates 2024

| Issue                            | Date of publication | Advert closing date,<br>cancellation deadline*<br>and artwork closing date |
|----------------------------------|---------------------|--|
| 02 / February 2024               | 27.01.2024          | 29.12.2023   |
| 03 / March 2024                  | 24.02.2024          | 26.01.2024   |
| 04 / April 2024                  | 30.03.2024          | 01.03.2024   |
| 05 / May 2024                    | 27.04.2024          | 28.03.2024   |
| 06–07 / June/July 2024           | 01.06.2024          | 30.04.2024   |
| 08 / August 2024**               | 27.07.2024          | 28.06.2024   |
| 09 / September 2024              | 31.08.2024          | 02.08.2024   |
| 10 / October 2024                | 28.09.2024          | 30.08.2024   |
| 11 / November 2024               | 26.10.2024          | 26.09.2024   |
| 12–01 / December/January 2024/25 | 30.11.2024          | 01.11.2024   |

\* Close of advertising and cancellation deadline for cover pages + editorials 14 days earlier.

\*\* 25 years brand eins – anniversary issue



## Technical data

**This data may change at short notice. Please check our technical information on the internet regularly.**

|                   |  |                                     |   |
|-------------------|--|-------------------------------------|---|
| Formats           | Magazine format: 198 mm wide x 262 mm high<br>Type area: 172 mm wide x 230 mm high   | Picture data                        | Colour pictures – colour mode CMYK, resolution 300dpi,<br>Scale 100%<br>B/W-pictures – grey scale mode, resolution 300dpi, Scale 100%<br>Line: bitmap mode, at least 1,200 dpi<br>No picture data in DCS format may be integrated within an EPS.                                  |
| Binding           | Adhesive binding   |                                     |   |
| Printing process  | Content: Rotation offset printing<br>Cover: Sheet offset printing<br><br>Low tonal value variations are due to the tolerance of the rotation offset printing.  |                                     | There is no claim to a refund if defective PDF files are delivered.   |
| Colour management | Please use an appropriate profile for cover or contents on the basis of the printing condition FOGRA 51L.  | Artwork                             | including proof, produced with the data supplied, to:<br>brand eins Medien AG, Helene Windolph,<br>Friesenweg 4 (Haus 1-3), 22763 Hamburg, Germany  |
| Colour profile    | PSO_coated_V3<br><br>The profile can be found at <a href="http://www.eci.org">www.eci.org</a> .  |                                     | <i>The artwork is transferred to the ownership of the publisher and is not returned.<br/>Any necessary changes carried out to the artwork will be invoiced separately.</i>  |
| Proof             | For colour matching a position and colour-accurate proof is required containing in Fogra-Media Wedge. Without proof in accordance with ISO 12647-2 or current media-standard print (available on <a href="http://www.bvdm-online.de">www.bvdm-online.de</a> ) we give no guarantee for the colour-accurate reproduction of the advert. | For questions on artwork production | Mohn Media Mohndruck GmbH<br>Birgit Röhrich<br><a href="mailto:Birgit.Roehricht@Bertelsmann.de">Birgit.Roehricht@Bertelsmann.de</a> , +49 5241 80 73290<br>Dorina Lehmann<br><a href="mailto:Dorina.Lehmann@bertelsmann.de">Dorina.Lehmann@bertelsmann.de</a> , +49 5241 80 47482 |
| Galley proofs     | are not sent.  |                                     |   |
| Data formats      | Delivery exclusively in PDF/X-3-standard.<br>Please attach double-page adverts as single page PDFs and observe 3 mm binding allowance (5 mm for Opening Spread) and 5 mm trim. Do not use special colours.   |                                     | <i>Please also observe the technical requirements for the correct representation of your advert on the tablet edition on page 10 of this Rate Card.</i>   |

## Publisher's details

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|                                    |  |  |   |
|------------------------------------|--|--|---|
| Publisher                          | brand eins Medien AG<br>Friesenweg 4 (Haus 1-3),<br>22763 Hamburg, <i>verlag@brandeins.de</i><br>Telefon 040/323316-70, Fax 040/323316-80  | Publication frequency                                      | 10 issues a year  |
| Responsible for the advertisements | Jan van Münster<br><i>jan_vammuenster@brandeins.de</i><br>Telefon 040/323316-73  | Advertising prices   | Rate Card No. 26a, valid from 1st March 2024  |
| Advertising consultants            | Norbert Bötdecker ( <i>freelancer</i> )<br><i>norbert_boeddecker@brandeins.de</i><br>Telefon 040/323316-51<br><br>Christina Fichtinger ( <i>freelancer</i> )<br><i>christina_fichtinger@brandeins.de</i><br>Telefon 040/323316-43<br><br>Stefanie Giese<br><i>stefanie_giese@brandeins.de</i><br>Telefon 040/323316-83 | Magazine prices  | Single copy: € 10 (Switzerland: sfr 12)<br>Annual subscription for 10 issues:<br>National: € 108 (including postage/dispatch)<br>Student subscription: € 72 (including postage/dispatch)<br>Sample subscription for 3 issues: € 22,50 (including postage/dispatch)<br>Abroad on request. Subscription cancellations are possible at any time. |
| Advertising management             | Helene Windolph<br><i>helene_windolph@brandeins.de</i><br>Telefon 040/323316-88  | Lithography  | Mohn Media Mohndruck GmbH<br>Vorstufe - MAT<br>Carl-Bertelsmann-Straße 161 M<br>33311 Gütersloh   |
| Internet                           | <a href="http://www.brandeins.de">www.brandeins.de</a>   | Printing   | Mohn Media Mohndruck GmbH<br>Carl-Bertelsmann-Str. 161 M<br>33311 Gütersloh   |
|                                    |  | Bank account details                                       | GLS Gemeinschaftsbank e.G., Bochum, Germany<br>IBAN: DE04 4306 0967 2009 9845 00<br>BIC: GENODEM1GLS  |
|                                    |  | Payment terms  | 8 days after receipt of invoice 2% discount<br>or 30 days net   |
|                                    |  | Jurisdiction and place of performance is Hamburg, Germany. |   |

## General Terms and Conditions of Business for advertising orders in brandeins

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**Clause 1** By placing an order the Customer recognises the General Terms and Conditions of Business and the currently valid price list of brandeins Medien AG (hereinafter called „Contractor“) for advertising orders in brandeins as binding.

**Clause 2** The agreement between Customer and Contractor comes into force when the Contractor confirms the order in writing. In the event of objections the Customer must object in writing within 3 days after the receipt of the order confirmation. After the expiry of this period the silence of the Customer shall be deemed to be consent to the terms and conditions of the order confirmation.

**Clause 3** An „order“ within the meaning of these General Terms and Conditions of Business is the agreement between Contractor and Customer about the publication of one or more advertisements or other promotional materials (e.g. inserts) of an advertiser or other space buyer (hereinafter designated altogether as „Advertisers“) in the publication brandeins for the purpose of dissemination.

**Clause 4** A „Contract“ is an agreement concerning the publication of several advertisements, where-by the publications are carried out on as requested by the Customer. If within the scope of a Contract the right to request individual advertisements is granted, the order must be processed with-in one year from the appearance of the first advertisement insofar as the first advertisement is requested and published within one year after the conclusion of the Contract.

**Clause 5** Advertisements that, because of their design, are not recognisable as advertisements will be clearly identified as such by the Contractor with the word „Advertisement“.

**Clause 6** The Contractor reserves the right to refuse orders completely or partly if their content violates laws or administrative regulations or their content has been objected to by the German Advertising Standards Authority in a complaints procedure or the Contractor cannot reasonably be expected to publish them because of their content, origin, design or the technical form. The Customer will be immediately informed about the refusal of any order. Supplements with third-party advertisements are possible by special agreement; surcharges on request.

**Clause 7** The Customer shall have sole responsibility for the timely delivery and error-free quality of appropriate artwork or other promotional material. For the delivery of artwork the Customer is obliged to supply copy for advertisements and other promotional material that is correct, in particular meeting the Contractor's requirements in terms of format and technical specifications in good time up to the artwork closing date. For colour matching a position and colour-accurate digital proof is required, containing the Fogra Media Wedge and complying with ISO 12647-2 or the current up-to-date media standard. Without such a proof no guarantee is given for the accurate colour reproduction. Galley proofs are not sent. The Contractor shall be liable for all damage, irrespective whether it is a breach of contractual duty or impro-

per handling in line with the following provisions: for gross negligence, liability in the course of business with traders is limited to reimbursement of the typically foreseeable damage; this limitation does not apply insofar as the damage has been caused by legal representatives or senior executives of the Contractor. For ordinary negligence the Contractor shall only be liable if an essential contractual duty has been breached. In such cases the liability is limited to the typically foreseeable damage. For claims under the German Product Liability Act as well as for injury to life, limb and health the Contractor is liable in accordance with the legal regulations. Complaints must – except for unapparent defects – be asserted immediately after receipt of the invoice and voucher copy, at the latest however 7 days after the receipt of the voucher copy. All claims made against the Contractor for breach of contractual duty become time-barred one year from the legal period of limitation if they are not based on wilful act.

**Clause 8** Artwork is only returned to the Customer on special request. The Contractor's duty to keep artwork ends three months after the first publication of the advertisement.

**Clause 9** If the publication of the advertisement does not meet the quality or service do not meet the contractual requirements, the Customer is entitled to a reduction in payment or an error-free replacement advertisement or replacement publication of the other promotional material but only to the extent to which the purpose of the advertisement or the other promotional material has been impaired. In the case of insignificant defects in the advertisement or the publication of the other promotional material, rescission of the order is excluded.

Complaints for unapparent defects by the Customer must be asserted within one year from the legal period of limitation, otherwise all rights are excluded.

The Contractor shall be liable for all damage, irrespective whether it is a breach of contractual duty or improper handling in line with the following provisions: for gross negligence, liability in the course of business with traders is limited to reimbursement of the typically foreseeable damage; this limitation does not apply insofar as the damage has been caused by legal representatives or senior executives of the Contractor. For ordinary negligence the Contractor shall only be liable if an essential contractual duty has been breached. In such cases the liability is limited to the typically foreseeable damage. For claims under the German Product Liability Act as well as for injury to life, limb and health the Contractor is liable in accordance with the legal regulations. Complaints must – except for unapparent defects – be asserted immediately after receipt of the invoice and voucher copy, at the latest however 7 days after the receipt of the voucher copy. All claims made against the Contractor for breach of contractual duty become time-barred one year from the legal period of limitation if they are not based on wilful act.

**Clause 10** The Contractor will send its invoice at the latest 14 days after the publication of the advertisement or of the other promotional material. The invoice is due for payment 30 days after receipt unless a different payment date is agreed in writing by both parties. If the Contractor receives the payment within 8 days from the invoice date, the Customer may retain a discount of 2 percent of the invoice amount.

## General Terms and Conditions of Business for advertising orders in brandeins

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**Clause 11** In the event of payment arrears or deferment of payment, interest in the amount of 5 percent above the base interest rate will be charged as well as the collection costs. In the event of payment arrears the Contractor may postpone the further execution of the current order until payment. In the event of justified doubt about the Customer's ability to pay the Contractor shall be entitled, even during the life of an advertising Contract, irrespective of an originally agreed payment date, to make the appearance of further advertisements dependent on payment of the amount in advance for the advertising closing date and on the settlement of any open invoice amounts.

**Clause 12** If the publication in which the advertisement or the other promotional material of the Customer must appear under the Contract, appears less than one month later than the date given to the Customer, this is not to be regarded as delay of the Contractor and does not create any rights in favour of the Customer.

**Clause 13** The Contractor shall supply at its choice free of charge up to 3 complete voucher copies or a corresponding number of ad cuttings or tear sheets to the Customer. If a voucher can no longer be created, it must be replaced by a legally binding attestation by the Contractor about the publication and dissemination of the advertisement or of the promotional material.

**Clause 14** A claim for price reduction for a Contract on several advertisements can only be derived from a reduction in circulation if, on overall average circulation of the insertion year starting with the first advertisement, the average circulation stated in the price list or in any other way or – if a circulation figure is not stated – falls below the average circulation sold of the previous calendar year. A reduction in circulation is only a deficiency entitling to price reduction if it amounts to 20 percent in a circulation of up to 50,000 copies, 15 percent in a circulation of up to 100,000 copies and 10 percent in a circulation of up to 500,000 copies. Furthermore for Contract Customers, price reduction claims are excluded if the Contractor has made the Customer aware of the reduction of the circulation in such good time that the latter was able to withdraw from the Contract before the advertisement appeared.

**Clause 15** Advertising brokers and advertising agencies are obliged to adhere to the Contractor's price lists in their offers, contracts, and settlements with the advertisers in each individual case.

**Clause 16** The Customer shall guarantee that they own all rights required for the publication of the advertisement. The Customer shall have sole responsibility for the content and legitimacy of the text and graphic materials as well as the promotional material supplied. The Customer shall indemnify the Contractor within the scope of the order from all third-party claims that may arise because of the violation of legal regulations. Furthermore the Customer shall indemnify the Contractor from all legal defence costs. The Customer is under the obligation to support the Contractor in good faith with information and documents for the legal defence against third parties. The Customer will transfer to the Contractor all copyright rights of use, ancillary copyrights and other rights required for the use of the advertising in print and online media of any type, including

internet, in particular for copying, disseminating, transfer, dispatch, making available to the public, removal from a database and retrieval, including both in time and content in the scope necessary for the execution of the order. The aforementioned rights shall in all cases be transferred locally without limitation.

**Clause 17** For operational disruptions or in events of force majeure, illegal industrial action, unlawful seizure, traffic disruptions, general raw material or energy shortage and similar – both in the Contractor's business and also in third-party businesses which the Contractor uses for the fulfilment of the order – the Contractor is entitled to full payment of the agreed service if the publication in question has been delivered with considerable delay by the Contractor (compare clause 12). In the event of low sales deliveries the agreed remuneration will be reduced in the same proportion in which the agreed circulations stands to the circulation delivered. Apart from that, in the above-mentioned cases the Contractor has no duty to fulfilment of orders and payments of compensation. In particular there is no claim for compensation for advertisements or other promotional material not published or not published in time.

**Clause 18** Place of performance is the head office of the Contractor. In the course of business with entrepreneurs, legal entities under public law or special funds under public law the jurisdiction is the head office of the Contractor in the event of a dispute. If the place of residence or normal place of abode of the Customer, also for non-entrepreneurs, is unknown at the time of bringing the action or if the Customer moved his place of residence or normal place of abode out of the area of application of the law after the formation of the Contract, the head office of the Contractor shall be agreed as jurisdiction. ■