



MAIRDUMONT
MEDIA

Rate Card 2009

Technical Specifications/
General Terms and Conditions



Rate Card

Technical Specifications 2009

ADAC
Baedeker
BeLocal
DuMont
Falk
HB Bildatlas
Kompass
Marco Polo
Lonelyplanet
National Geographic
outdoorCHANNEL
Tripwolf
Yabadu

Print

Online

MAIRDUMONT stands for innovative products, historical brands and quality. Our motto: “We provide everyone on the road with reliable information so they can enjoy their travels”. We set high standards that are reflected and conveyed by our brand portfolio.

Extensive research, content that is always up to date and new innovative concepts make our brands the leaders in their sector.

MAIRDUMONT innovation, tradition, quality.

General

Online

MAIRDUMONT MEDIA uses the best established portals on the market featuring state-of-the-art and the most efficient technologies. Our minimum requirements are precise management and the quickest possible implementation of campaigns by our advertising customers.

The effectiveness of online advertising campaigns on our portals is considerably enhanced by numerous application opportunities such as destination oriented online communication, a wide range of targeting opportunities, banner placement in e-mails, sales tracking and personalised contacting of our customers.

Professional e-mail marketing solutions guarantee rapid, stable and efficient dispatch, providing highly attractive personalised advertising opportunities.

Apart from classical banner placement, MAIRDUMONT MEDIA offers attractive special forms of advertising and web integration features – all coordinated to meet the individual wishes and requirements of our advertising partners.

Print

MAIRDUMONT is a leading supplier of travel guides, travel magazines, street atlases and town and city plans. Our products meet the requirements of our highly discerning customers both in terms of design concept and the high standards of technical workmanship deployed in production.

Many years of cooperation with experienced printers delivers the best possible printing quality and ensures high-quality advertising campaign presence in our media.

Apart from classical advertisement placement, we also offer our customers specially designed insert opportunities in line with their individual requirements. We aim to provide solutions which create an extraordinary communication presence for our customers in a high-quality advertising environment.

Whether online or in print, MAIRDUMONT MEDIA provides the highest degree of quality and service.

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Standard advertising forms online

Standard advertising forms

All standard advertising on our online portals features established formats in terms of size and placement. This brings the dual benefit of ease of processing and prominence.

We use professional AdServer technology for our online portals. This ensures compliance with standards such as online reporting, precise management of advertising campaigns, the deployment of innovative forms of advertising and a wide range of targeting functions.

All advertising formats can be provided in picture formats (JPG, GIF), rich media or as flash adverts (except text links and newsletter display).

Advertising form	Format, width x height [pixel]	File size
Full banner 	468 x 60	20 kb (Image, Flash, html)
Super banner 	728 x 90	30 kb (Image, Flash, html)
Medium rectangle 	300 x 250	30 kb (Image, Flash, html)
Small rectangle 	180 x 150	20 kb (Image, Flash, html)
Skyscraper 	120 x 600	20 kb (Image, Flash, html)
Wide skyscraper 	160 x 600	30 kb (Image, Flash, html)
Pop under 	on request max. 600 x 400	30 kb (Image, Flash, html)
Layer ad 	max. 400 x 400	30 kb (Image, Flash, html)

Special advertising forms online

Browser spot plus reminder

The browser spot is displayed on the screen whilst the route is being calculated. The advertising message then appears as a reminder within the route description.

Technical requirements:

The browser spot is displayed for 3 seconds. The file may not exceed the maximum volume of 30 kb. We recommend supplying a static image featuring the advertising message.

The browser spot is available on a weekly basis only. The term always runs from Monday to Sunday. Customers need to supply data by the Thursday before the launch at the latest.

Map spot

The map spot is displayed directly on the online maps at Falk.de. After 10 user actions (shifting of the map), this advertising form appears as an "interruption" within the map material in a 300 x 250 format and may be actively hidden by the user.

Logo integration

Integration of individual POI's within the online maps. Each POI is stored with an icon defined by the customer. The relevant address records are displayed via an address layer when the icon is clicked. The address layer provides a link to a generally valid URL.

Technical requirements:

Data supplied is imported and converted into the Mercator geocode format. It is important that all data is recorded in separate fields. It is essential that the street name and house number are recorded in separate fields, otherwise geocoding precise to the street is not possible. It is also important for geocoding purposes for all POI's to have precise indication of the correct street, ONE house number and ONE postcode. Localisation inaccuracies may occur if this is not the case. The address data records need to be available in UTF8.










The format of the icon is 18 x 18 pixel (W x H). The maximum size of the file supplied must not exceed 2 kb.

Once data has been supplied by the customer we will guarantee to place it online within 15 working days. Online placement is ALWAYS activated on a Wednesday.

Data delivery

Please observe the following delivery deadlines.

Standard advertising forms 3 working days before the launch of the campaign, special advertising forms 5 working days before the launch of the campaign, homepage colouring 7 working days before the launch of the campaign, logo integration 15 working days before the launch of the campaign.

Advertising form		Format, Width x height (pixel)	file size
Browser spot		750 x 500	30 kb (image)
Browser spot reminder		180 x 150	20 kb (image, Flash, html)
Logo integration		on request	
Route printout sponsoring		180 x 150	20 kb (image, Flash, html)
Homepage colouring*/ Wallpaper		728 x 90, 120 x 600 / 160 x 600	in total max. 60 kb
Map spot		300 x 250	30 kb (image, Flash, html)
Expanding super banner		728 x 90/ 728 x 300 (expanding)	40 kb (Flash, html)
Expanding skyscraper		160 x 600 / 420 x 600 (expanding)	40 kb (Flash, html)
Expanding rectangle		300 x 250 / 500 x 500 (expanding)	40 kb (Flash, html)

* with background colour as hexadecimal figure

Sound

File delivery should be made to ads@mairdumont.com.

We cannot guarantee timely fulfilment of the campaign in the event that delivery of files is delayed. A refund in the form of a credit is not possible.

Change of motif

Change of motif takes place by arrangement with the respective seller and is only available at no further cost for campaign periods of more than 6 weeks.

Use of automatic or sound elements or sound elements activated by MouseOver is not permitted. Sound may only be initiated by a user action.

Technical Specifications

Please comply with our Technical Specifications when preparing your advertising materials. These specifications are documented below. Proper supply of advertising materials and counting of impressions and clicks cannot be guaranteed if customers do not act in accordance with these specifications.

Newsletter display

Falk.de

- Format: txt/html
- Keyword: maximum of 25 characters including spaces
- Headline: maximum of 35 characters including spaces
- Text: maximum of 5 lines/60 characters per line including spaces
- high-resolution picture/logo in EPS/JPG/GIF format
- no animations
- Size: 115 x 140 Pixel (W x H)
- File size: 5 KB (max. 7 KB)
- Link: maximum of 1 link
- Link text: maximum of 30 characters

Marcopolo.de

- Format: txt/html
- Headline: maximum of 65 characters including spaces
- Text: maximum of 5 lines/65 characters per line including spaces
- high-resolution picture/logo in EPS/JPG/GIF format
- no animations
- Size: 200 x 150 Pixel (W x H)
- File size: 5 KB (max. 7 KB)

- Link: maximum of 1 link
- Link text: maximum of 30 characters

Image banner

Technology:

GIF, JPG

Also to be stated:

click URL, Alt Text (optional)

Flash banner

Technology:

Flash (*.swf file)

Also to be stated:

state Flash version, click URL, information on action scripts (insofar as these are to be used)

Fallback:

GIF or JPG in the format of the advertising form booked

Sniffer code:

(if available)

Wmode=opaque:

for banners, rectangles, ContentAds and Skyscrapers (this avoids overlaying of Flash layers by these advertising materials) maximum 12 fps (frames per second)

Click counting:

The Flash banner requires the click URL of the banner not to be implemented in fixed form in the SWF file.

Instead of this, the standardised variable "clickTAG" needs to be used for the click URL. In order to enable a successful click to take place the button needs to be on the top level.
All links need to open in a new window ("blank").

Flash layer

Technology:

Flash (*.swf file)

Also to be stated:

see Flash banner

Animation/Auto close:

The animation of a Flash layer must not exceed 10 seconds, and the animation must then close automatically.

Close button:

The user must be afforded the opportunity of terminating the advert. The close button needs to be clearly recognisable and must be placed top right.

Actions for closing the layer:

- FscCommand ("adlayerhider")
- Stop ()
- Standard Close Button

Format:

maximum 400 x 400 pixel

Clickability:

Only visible elements may be clickable. Buttons may not be added to transparent areas.

Positioning:

Absolute x/y = 0

Frequency cap:

At least 1 user per day

Click counting:

see Flash banner

Video banner and playlist

Technology:

Flash Streaming (*.swf file)
Windows Media Video (*.wmf file)
QuickTime (*.mov file)
Windows Media Player (*.wpl file)






Information:

Although the video can be made clickable in Internet Explorer, this means that the control elements of the Media Player are no longer available.

As well as directly uploading a video or playlist, a link may be supplied to an external address linking to a video or playlist (such as in the case of large files). A connection type targeting is added to all video ads.

Standard advertising forms

* Mobile Content Ad in 6 : 1 ratio width x height

Advertising form	Device class	Technical Specifications
X-large image banner 	Device class 5 (< 320 px display width)	300 x 50 pixel, maximum file size 5 KB Format: GIF, JPG Text tagline: up to 24 characters (including spaces) URL
Large image banner 	Device class 4 (240-319 px display width)	216 x 36 pixel, maximum file size 3 KB Format: GIF, JPG Text tagline: up to 18 characters (including spaces) URL
Medium image banner 	Device class 3 (176-239 px display width)	168 x 28 pixel, maximum file size 2 KB Format: GIF, JPG Text tagline: up to 12 characters (including spaces) URL
Small image banner 	Device class 2 (128-175 px display width)	120 x 20 pixel, maximum file size 1 KB Format: GIF, JPG Text tagline: up to 10 characters (including spaces) URL
Text link 	Device class 1 (76-127 px display width)	Text up to 10 characters (including spaces) URL

Technical Specifications

Print

Print:

4/4 colour Euro Scale, CMYK

Printing process:

offset print

Delivery of print materials:

PDF, EPS, TIFF, fonts and images must be integrated or supplied separately. No films, since production takes place via CTP (computer-to-plate).









Resolution:

300 dpi

We require a proof showing final colours for the purpose of coordinating materials supplied in digital form. Complaints about colour cannot be accepted at a later stage if no proof is supplied by the customer. Services will be provided at cost price if the files you supply need to be set or copied.

Special advertising forms

* Mobile Content Ad in 1 : 1 ratio width x height

Advertising form	Device class	Technical Specifications
X-large route spot Image banner 	Device class 5 (< 320 px display width)	300 x 300 pixel, maximum file size 10 KB Format: GIF, JPG no animation, no link Duration of display 3 seconds Background colour stated as hexadecimal figure
X-large route spot reminder Image banner 	Device class 5 (< 320 px display width)	300 x 50 pixel, maximum file size 5 KB Format: GIF, JPG Text tagline: up to 24 characters (including spaces) URL
Large route spot Image banner 	Device class 4 (240-319 px display width)	216 x 216 pixel, maximum file size 8 KB Format: GIF, JPG no animation, no link Duration of display 3 seconds Background colour stated as hexadecimal figure
Large route spot reminder Image banner 	Device class 4 (240-319 px display width)	216 x 36 pixel, maximum file size 3 KB Format: GIF, JPG Text tagline: up to 18 characters (including spaces) URL
Medium route spot Image banner 	Device class 3 (176-239 px display width)	168 x 168 pixel, maximum file size 6 KB Format: GIF, JPG no animation, no link Duration of display 3 seconds Background colour stated as hexadecimal figure
Medium route spot reminder Image banner 	Device class 3 (176-239 px display width)	168 x 28 pixel, maximum file size 2 KB Format: GIF, JPG Text tagline: up to 12 characters (including spaces) URL
Small route spot Image banner 	Device class 2 (128-175 px display width)	120 x 120 pixel, maximum file size 4 KB Format: GIF, JPG no animation, no link Duration of display 3 seconds Background colour stated as hexadecimal figure
Small route spot reminder Image banner 	Device class 2 (128-175 px display width)	120 x 20 pixel, maximum file size 1 KB Format: GIF, JPG Text tagline: up to 10 characters (including spaces) URL

Standard advertising forms print

Product	Placement	Type area, W x H (in mm)	Page format, W x H (in mm)	Trim/bleed difference for advertisements in page format
ADAC KompaktAtlas	2nd cover page		180 x 286 mm	3 mm trim/bleed left, top and bottom, including 8 mm spiral right
	3rd cover page		180 x 286 mm	3 mm trim/bleed right, top and bottom, including 8 mm spiral left
	4th cover page		180 x 252 mm	3 mm trim/bleed left and top, including 8 mm spiral right
ADAC MaxiAtlas	4th cover page		288 x 355 mm	3 mm trim/bleed right, left and top, including 8 mm spiral right
ADAC ReiseAtlas	2nd cover page		210 x 295 mm	3 mm trim/bleed left, top and bottom including 6 mm adhesive binding right
	3rd cover page		210 x 295 mm	3 mm trim/bleed right, top and bottom including 6 mm adhesive binding left
	4th cover page		210 x 260 mm	3 mm trim/bleed left and top
ADAC StadtAtlas (Spiral binding)	2nd cover page (external flap)		213 x 295	3 mm trim/bleed right, top and bottom
	3rd cover page (internal flap left)		213 x 295	3 mm trim/bleed left, top, bottom
	4th cover page (internal flap right)		229 x 295	3 mm trim/bleed all around, including 9 mm spiral right
	5th cover page		229 x 295	3 mm trim/bleed all around, including 9 mm spiral left
	6th cover page		229 x 256	3 mm trim/bleed right, left and top, including 9 mm spiral right
ADAC Stadtplan (Map fold with map lid)	2nd cover page	100 x 220	only type area possible	no trim/bleed
	4th cover page		115 x 210	3 mm trim/bleed right, 3 mm trapping left
	4th cover page (internal flap right)		229 x 295	3 mm trim/bleed all around, including 9 mm spiral right
	Street plan	W: 90, H: 10 -190		
ADAC SuperStraßen	4th cover page		210 x 260 mm	3 mm trim/bleed right, left and top, including 8 mm spiral right
Baedeker (adhesive binding)	bookmark (pull-out)		100 x 185	3 mm trim/bleed left, top and bottom
DuMont Richtig Reisen (adhesive binding)	2nd cover page (pull-out)		114 x 195	3 mm trim/bleed right, top and bottom
DuMont Reise-Taschenbuch (adhesive binding)	2nd cover page (pull-out)		104 x 185	3 mm trim/bleed right, top and bottom
DuMont Direkt (adhesive binding)	2nd cover page (pull-out)		95 x 190	3 mm trim/bleed right, top and bottom
	3rd cover page		95 x 190	3 mm trim/bleed left, top and bottom
	plus map		95 x 187	3 mm trim/bleed all around
Falk Autoatlas Falkfaltung	4th cover page		189 x 245	3 mm trim/bleed left and top
Falk City Plan	4th cover page		100 x 138	3 mm trim/bleed right and left
Falk Stadtplan Extra (Map fold with map lid)	2nd cover page	110 x 235		only type area possible, no trim/bleed
	4th cover page	110 x 207	120 x 213	3 mm trim/bleed right, 2 mm trapping left
	Street plan	W: 90, H: 10-190		
Falk Stadtplan Falk-Faltung (Falk-Faltung with map cover)	3rd cover page	95 x 198	108 x 208	3 mm trim/bleed right, top and bottom
	4th cover page	95 x 170	108 x 176	3 mm trim/bleed left and top
	Fold-out page	85 x 180	94 x 200	3 mm trim/bleed all around
	Street plan	W: 90, H: 10-190		
Falk Street Atlas	2nd cover page		210 x 295 mm	3 mm trim/bleed left, top and bottom, including 8 mm spiral right
	3rd cover page		210 x 295 mm	3 mm trim/bleed right, top and bottom, including 8 mm spiral left
	4th cover page		210 x 260 mm	3 mm trim/bleed left and top, including 8 mm spiral right

Standard advertising forms print

Product	Placement	Type area, W x H (in mm)	Page format, W x H (in mm)	Trim/bleed difference for advertisements in page format
HB Bildatlas (adhesive binding)	2nd cover page		220 x 300	3 mm trim/bleed all around
	3rd cover page		220 x 300	3 mm trim/bleed all around
	4th cover page	190 x 280	220 x 300	3 mm trim/bleed all around
	1/1 page inside		220 x 300	3 mm trim/bleed all around
	2/1 page inside		440 x 300	3 mm trim/bleed all around
	1/2 page landscape		220 x 135	3 mm trim/bleed all around
	1/3 page in editorial		72 x 300	3 mm trim/bleed right, top and bottom
Marco Polo 24/7 Insider Guide (adhesive binding)	2nd cover page (pull-out)		90 x 190	3 mm trim/bleed right, top and bottom
	3rd cover page (pull-out)		90 x 190	3 mm trim/bleed left, top and bottom
	4th cover page		108 x 160	3 mm trim/bleed top
	1/1 page inside	87 x 160	106 x 190	3 mm trim/bleed all around
	1/2 page landscape	87 x 80	106 x 95	Trim/bleed according to placement
Marco Polo Travel Guide (adhesive binding)	2nd cover page (pull-out)		90 x 190	3 mm trim/bleed right, top and bottom
Marco Polo Fly away! (adhesive binding)	2nd cover page (pull-out)		90 x 190	3 mm trim/bleed right, top and bottom
	3rd cover page (pull-out)		90 x 190	3 mm trim/bleed left, top and bottom
	4th cover page		108 x 190 minus 47 x 25 for ISBN code	3 mm trim/bleed top and bottom
	1/1 page inside	87 x 160	106 x 190	3 mm trim/bleed all around
	1/2 page landscape	87 x 80	106 x 95	Trim/bleed according to placement
	1/2 page portrait	42 x 160	51 x 190	Trim/bleed according to placement
	2 1/3 pages (across gutter)	194 x 53	212 x 57	Trim/bleed according to placement
NATIONAL GEOGRAPHIC Explorer	2nd cover page		110 x 170	5 mm trim/bleed left, top and bottom
NATIONAL GEOGRAPHIC Spirallo	4th cover page		120 x 205 minus 47 x 25 for ISBN code	3 mm trim/bleed top and bottom
	Bookmark		65 x 205	3 mm trim/bleed all around
NATIONAL GEOGRAPHIC Traveler	1/1 page opposite		119 x 191	5 mm trim/bleed all around. Advertisement including 5 mm adhesive edge, only graphical elements possible.
	3rd cover page			

Special advertising forms print*

Product	Functionality
Post-it®	A 10-page branded Post-it® Block will be placed on the advertisement.
Inlay	An individual inlay will be placed in the Top 20 Marco Polo Travel Guides and will be present in the bookshop for a period of one or more months.
Guide-in-guide	Integration of an 8-12 page booklet stapled into the travel guide. The guide-in-guide is perforated and detachable, also enabling it to be used as an independent advertising medium.
Printing in batches	Each edition of the travel guide will be printed in batches, permitting the motif of the advertisement to be changed.
Cover sponsoring	is a partnership which extends over all issues of a travel guide series featuring prominent integration on the cover page and inside.

* For detailed information on prices and formats please contact your MAIRDUMONT MEDIA partner. The integration of special advertising is not universally possible in all MAIRDUMONT travel guides.

General Terms and Conditions online media

General Terms and Conditions relating to advertising orders in online media

1.1. Advertising order

(1) An advertising order within the meaning of the General Terms and Conditions hereinafter stated constitutes a contract for the placement of one or more advertising media in information and communication services and on the internet in particular for the purpose of dissemination.

(2) Notwithstanding any individual arrangements which may be entered into, the present Terms and Conditions shall apply exclusively to said advertising order. The pricelist of the provider, which shall constitute a material part of the present contractual agreement, shall also apply. Customer General Terms and Conditions deviating from or supplementing the present General Terms and Conditions shall not apply even in circumstances where the provider has not expressly repudiated such customer General Terms and Conditions.

(3) In respect of orders relating to the placement of advertising in other media (such as print) rather than in online media, the relevant General Terms and Conditions as these apply to the respective medium or product shall apply.

(4) The provider shall be entitled to amend the present General Terms and Conditions at any time. The provider shall inform the customer of any such amendment in a timely fashion.

1.2. Advertising medium

(1) An advertising medium within the meaning of the present General Terms and Conditions may constitute an image and/or a text, sound sequences and/or moving pictures (including a banner) or another sensitive surface which creates a connection (such as in the form of a link) to an online address stated by the customer when clicked, said online address lying within the domain of the customer or of a third party.

(2) Advertising media not recognisable as such by dint of their design shall be clearly identified as advertising by the provider.

2.1. Conclusion of the contract

(1) Notwithstanding any individual agreements which may have been made to the contrary, formation of the advertising order shall take place in writing or by e-mail and by a confirmation of said order in writing or by e-mail. Said confirmation may take place verbally or by telephone. The provider shall not be liable for errors of transmission in the case of orders, amendments or further specifications given by telephone.

(2) Insofar as orders are issued by advertising agencies, formation of the contract shall, in cases of doubt, take place with the advertising agency notwithstanding any other written agreements which may have been entered into. In the event that an advertiser becomes a customer, the name of such an advertiser must be stipulated by the advertising agency and a valid address must be supplied. The provider shall be entitled to require the advertising agency to supply written evidence of agency.

(3) Advertising for goods and services by more than one advertiser or other placers of advertisements within one advertising presence (e.g. banners, pop-up advertising) shall require an additional agreement made in writing or via e-mail.

2.2. Deadline for processing orders

In the event that a customer is accorded the right to access individual advertising media within the scope of an advertising order, such an order is to be processed within a period of one year following the conclusion of the contract insofar as the parties have not reached contractual agreement to the contrary.

2.3. Expansion of the order

Within the scope of the advertising order and subject to remuneration to be separately agreed, the customer shall be entitled to access further advertising media extending beyond the amount stated in the order within the deadline stated in 2.2 above insofar as sufficient capacity is available. The provider shall confirm to the customer the extent to which an expansion of the order is possible.

2.4. Granting of deductions

(1) In the event that an advertising contract is not fulfilled due to circumstances which are not the responsibility of the provider the customer shall refund to the provider the difference between the deduction granted and the deduction corresponding to actual purchase of services.

(2) Insofar as nothing to the contrary is agreed, the customer shall have a right to

the deduction corresponding to actual purchase of services within the period of one year insofar as the customer has concluded an advertising contract which accords a right to such a discount by dint of its price list. The right to the deduction shall lapse in the event that no claim in writing is asserted to the provider within a period of 3 months.

3. Data delivery

(1) The customer shall be obliged to provide complete, correct and appropriate advertising materials in accordance with the sheet of specifications supplied at the time of confirmation and to do so within the deadlines stipulated. Any alterations shall be agreed with the provider without delay and shall be agreed in writing or by e-mail. The customer shall bear the costs of any subsequent processing of or alteration to the advertising material.

(2) The duty of the provider to retain advertising material shall cease to apply three months after such material was last disseminated. The provider shall not assume any responsibility in respect of advertising material or any other material supplied and shall only return such materials to the customer by special request of the customer and at the expense of the customer. Insofar as nothing expressly to the contrary was agreed when the order was placed, the publishing house cannot guarantee to place advertising materials at specific points within online media.

4. Right of refusal and blocking

(1) The provider reserves the right to refuse or block advertising orders and individual

General Terms and Conditions online media

services rendered within the scope of an order in the event that the content of such is in breach of official regulations or has formed the object of a complaint process conducted by the German Advertising Council or in the event that it is not reasonable to expect the provider to publish such advertising by dint of its content, origin or technical form.

The same shall apply in the event that the customer undertakes subsequent changes to the contents of the advertising material or retrospectively alters data to which a link is provided in such a way so as to fulfil the conditions stipulated in Paragraph (1) above.

(2) The customer shall be notified of any rejection or blocking.

In such circumstances the customer shall be entitled to transmit to the provider an amended version of the advertising material to be published and/or of the target URL within the stipulated deadlines pursuant to Clause (3)

Paragraph (1). Additional costs so incurred shall be borne by the customer. In the event that the customer is not able to transmit the amended version in a timely manner the provider shall retain the right to assert a claim for remuneration even in circumstances where publication of the advertising material does not take place. The customer shall retain the right to demonstrate that damage incurred is materially lower.

5.1. Guarantee of rights

(1) The customer shall provide an assurance that he is in possession of the necessary rights in respect of the publication of the advertising material. The customer shall bear sole responsibility for the content and legal admissibility of the advertising material. The provider shall not be obliged to scrutinise the advertising material for possible legal breaches. The customer shall indemnify the provider against all claims which may be asserted by third parties in respect of breach of statutory regulations (in particular breaches of competition law, copyright law or law governing personal rights). The customer shall further indemnify the provider against the costs of appropriate legal defence. The customer shall act in good faith in supporting the provider in legal action brought by third parties and shall make information and documentation available.

(2) The customer shall assign the provider all rights in respect of use of the advertising in online media of all kinds including Internet rights and the necessary copyright and ancillary copyright exploitation rights and shall in particular assign rights relating to reproduction, dissemination, transmission, broadcast, public accessibility, processing, database access and availability. All such rights shall be assigned in respect of time, location and content and shall further be assigned in the scope necessary for the execution of the order. The rights stated above shall confer the entitlement to place advertising by means of all existing technical processes and all known forms of online media.

5.2. Provider's guarantee

(1) The provider shall guarantee relevant appropriate reproduction of the advertising material within the scope of expected requirements and in accordance with normal respective technical standards. Notwithstanding this, the customer is aware that the latest status of technology does not permit the development of a programme which is entirely free from error. An error in the representation of the advertising material shall in particular not be deemed to have taken place in the event that such an adverse effect is occasioned by the use of inappropriate presentation software and/or hardware (such as a browser) or by a malfunction to the communication networks of other operators or by third party computer failure (such as other providers) or by incomplete and/or non-updated provision on so-called proxies or by a breakdown in the AdServer which does not last for a period exceeding 24 hours within 30 days after the commencement of the advertising placement forming the object of the contractual agreement. In the event of a breakdown of the AdServer over a considerable period of time within the scope of a binding and time-based reservation the customer's duty of payment shall be suspended for the period of time of the breakdown. Further claims are excluded.

(2) In the event of inadequate quality of reproduction of the advertising material the customer shall have a right to a reduction in payment or to the provision of error-free replacement advertising. This right shall, however, only apply to the extent that the

purpose of the advertising material has been adversely affected. In the event that the provider fails to adhere to an appropriate deadline stipulated in this regard or in the event that the provision of replacement advertising is not reasonable by dint of reasons of capacity the customer shall have a right to a reduction in payment or to the cancellation of the order.

(3) The customer shall not have the right to assert claims in respect of defective publication in the event that any defects which may occur are the result of the advertising material supplied by the customer. The customer shall be obliged to examine advertising material without delay after commencement of placement and notify the provider of any errors in writing within one week. In the absence of any such notification the advertising material shall be deemed to have been approved. In the event of errors in repeat advertising placements the customer shall notify the provider of such errors prior to publication of the next advertising placement.

(4) Complaints in respect of non-obvious defects must be asserted within a period of one year from the commencement of the statutory limitation period. Other complaints must be asserted in writing to the provider within four weeks of the initial placement of the advertising material.

(5) In the event that agreed Ad-Impressions are not provided these must be delivered by the provider at a later stage in accordance with the contact figures agreed with the

General Terms and Conditions online media

customer insofar as such later provision is possible and reasonable. In such a case advertising materials shall remain placed on the website(s) reserved.

(6) In the event that there is a discrepancy between the media services measured by the provider and the customer the figures determined by the provider shall be authoritative.

6.1. Impairment of performance

In the event that an order is not executed for reasons which do not lie within the responsibility of the provider (such as for programming or technical reasons), particularly by reason of computer failure, Act of God, strikes, statutory regulations, malfunctions arising from within the areas of responsibility of third parties (such as other providers), network operators or service providers or by dint of other comparable reasons, the order shall be executed at a later date wherever possible. The provider shall retain the right to receive remuneration if such services provided at a later date are provided within an appropriate and reasonable period of time. The customer shall be notified in the event of a considerable delay.

6.2. Liability

In respect of all damages arising as a result of contractual or pre-contractual breach of obligations or impermissible actions the ordinary commercial liability of the provider shall be limited to restitution of predictable damage typical to the contract and to the remuneration payable in respect of the rel-

evant advertising order. This restriction shall not apply in the event that damage is caused by deliberate or negligent action on the part of legal representatives or executive employees of the provider. In the event of ordinary negligence the provider shall only be liable in the case of material breach of contractual obligation (cardinal obligation). In such cases, liability of the provider shall be limited to restitution of predictable damage typical to the contract and to the remuneration payable in respect of the relevant advertising order. Liability for subsequent damages, lost profits and other compensation claims are excluded. This shall be without prejudice to the liability of the provider in respect of warranted properties of goods and services provided. The provider shall be liable pursuant to statutory stipulations in respect of claims arising from the German Product Liability Act and in respect of claims asserted for damage to life, limb or health.

7.1. Price list

(1) The provider's price list as valid at the time at which the order was placed shall apply. The provider reserves the right to subsequent amendment of the price list. In respect of customers who are not commercial traders as defined by German law, subsequent price increases shall only be effective insofar as the order or the access of individual services affected by such a price adjustment are scheduled for execution later than four months after the termination of the contract. The provider shall announce price adjustments for orders which have already been confirmed at least

one month prior to the publication of the advertising material. In the event of a price increase the customer shall be accorded the right to withdraw from the contract. Declaration of such a withdrawal must be received by the provider with 14 days of receipt of notification of the price increase.

(2) Discounts shall be based on the price list as amended. Advertising agencies and other providers of advertising services shall be obliged to act in accordance with the price lists of the relevant provider in respect of their service provision to advertisers and in respect of contracts and invoicing procedures with such advertisers. The agency remuneration paid by the provider may not be passed on to the customer in whole or in part.

7.2. Invoicing

(1) Invoicing shall take place in the same month the advertising appears insofar as nothing to the contrary has been contractually agreed. Payment terms are 30 days net.
2% cash discount for receipt of payment within 14 days if no previous invoices are outstanding.

Bank details:

MAIRDUMONT MEDIA
Landesbank BW
Account number 2 177 522
Bank sort code 600 501 01
IBAN DE 2160 0501 0100 0217 7522

(2) The publishing house shall be entitled to correct erroneous invoices within six months of issue of said invoices. The cus-

tomers may only exert the right to set off or reserve payments if such counterclaims are not the object of contention or are established in law.

7.3. Default of payment

(1) In the event of default of payment or delay in payment the usual bank interest rates and recovery costs will be charged. The customer shall retain the right to demonstrate that damage incurred is materially lower. In the event of default of payment, the provider may delay further execution of an ongoing order until payment has been rendered and may further require payment in advance for the remaining placement.

(2) In the event that objective doubt may be levelled at the solvency of the customer, the provider shall be entitled to deviate from payment terms forming the object of the original agreement and may make the placement of further advertising material dependent on pre-payment of the applicable amount and on the immediate settlement of outstanding invoice sums. This shall also apply during the term of a contract.

8. Termination

(1) The customer may cancel advertising orders after the conclusion of the contract. Cancellations of advertising orders shall be made in writing or by e-mail. Cancellation may be made free of charge up to three weeks before the beginning of the placement. In the event that the cancellation deadline is not met, 30% of the

General Terms and Conditions online media

net value of the order shall be charged as a cancellation fee. Bookings which are already ongoing may not be cancelled.

(2) The provider shall be entitled to issue extraordinary written notice of termination and to remove the advertising material with immediate effect particularly in such circumstances when the customer has failed to meet duty to make payment despite two warnings, when the customer continues to be in breach of material provisions contained within the present General Terms and Conditions notwithstanding warnings, when the customer breaches the advertising rights of third parties or may breach such rights or when the customer has altered the advertising material or the target URL in an unauthorised fashion.

9. Duties of the provider to supply information

Insofar as nothing to the contrary has been agreed, it shall be incumbent on the provider within 10 days of the execution of the order to make available to the customer the number of times the advertising material has been accessed.

10. Data protection

The advertising order shall be executed according due consideration to data protection law provisions as amended.

11. Place of fulfilment/place of jurisdiction

Place of fulfilment is the domicile of the provider. In the case of commercial dealings with commercial traders as defined by

German law or with legal persons under public law or in the case of special funds under public law place of jurisdiction in the event of claims shall be the domicile of the provider. Insofar as claims of the provider cannot be asserted via collection procedures, the place of jurisdiction in respect of customers who are not commercial traders as defined by German law shall be determined by the place of residence of such persons. German law shall apply. In the event that the place of residence or normal domicile of a customer is unknown at the time a claim is asserted and in the event that the customer has shifted his place of residence or normal domicile outside the scope of application of the law, place of jurisdiction shall be agreed to be the domicile of the provider at the time the contract was concluded.

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General Terms and Conditions relating to print advertisements and other advertising material in print media

1. Print advertisement order

(1) "Print advertisement order" refers to a contract for the publication of one or more print advertisements or other advertising materials (hereinafter referred to collectively as "advertisements") by an advertiser or other placer of advertisements (hereinafter referred to as "customers") in a printed publication for the purpose of dissemination. Each advertisement order is established by written confirmation from the publishing house. Orders for other ad-

vertising materials (particularly inserts) shall not be binding until a sample has been received by the publishing house and said sample has been approved. Notwithstanding any individual arrangements which may be entered into, the present Terms and Conditions shall apply exclusively to said advertisement order. The pricelist of the publishing house, which shall constitute a material part of the present contractual agreement, shall also apply. Customer General Terms and Conditions deviating from or supplementing the present General Terms and Conditions shall not apply even in circumstances where the publishing house has not expressly repudiated such customer General Terms and Conditions.

(2) The publishing house cannot guarantee the inclusion of advertisements in specific issues or in a specific position within a print publication insofar as such an arrangement has not been made in writing at the time the order was placed.

In such a case, advertisements must be received by the publishing house in such a timely manner so as to enable the customer to be notified that it is not possible to execute the order in such a fashion.

(3) The publishing house shall be entitled to refuse to execute advertisement orders which are the subject of binding agreement if according to the best judgement of the publishing house the content of such is in breach of the law or official regulations or has formed the object of a complaint process conducted by the German Advertising Council or in the event that it is not

reasonable to expect the publishing house to publish such advertising by dint of its content, origin or technical form. The same shall apply in respect of orders placed with branch offices, agencies or representatives. The customer shall be notified of such refusal. The customer shall be entitled to send to the publishing house an amended version of the advertisement or other advertising material within the stipulated deadline pursuant to Clause (2). Additional costs so incurred shall be borne by the customer. In the event that the publishing house does not receive the replacement deliveries in a timely manner, the publishing house shall retain the right to assert a claim for remuneration even in circumstances where the advertisement order is not executed. The customer shall retain the right to demonstrate that damage incurred is materially lower.

(4) Insofar as no contractual agreement to the contrary has been reached, advertisement orders may only be accepted in writing within a deadline of 14 days of the closing date. If advertisements are cancelled after this time the customer shall pay for the advertisement in full. The customer shall retain the right to demonstrate that damage incurred is materially lower.

2. Printing materials

(1) The customer is solely responsible for timely supply of the original advertisement within the deadline stipulated by the publishing house and for the correct nature of printing materials in accordance with the requirements of the publishing house.

General Terms and Conditions print media

(2) The price of the advertisement relates to a print of the advertisement from a fully designed and ready to print digital original supplied. The customer shall be liable for any costs in respect of typesetting, the preparation of printing materials and drawings and alterations to the printing materials requested or occasioned by the customer.

(3) We require a proof showing final colours for the purpose of coordinating materials supplied in digital form. Complaints about colour cannot be accepted at a later stage if no proof is supplied by the customer.

(4) Transmission of more than two colour templates, failure to supply printing materials in a timely manner and requests for print reproductions which differ from that of the original may have implications for placement and print quality and exclude complaints by the customer at a later date. The publishing house reserves the right to charge for any additional costs incurred. The publishing house may demand that any unsuitable or damaged printing materials be replaced without delay. The publishing house guarantees the usual print quality for titles in which advertisements appear within the scope of the possibilities afforded by the printing materials supplied. Advertising materials which by dint of their format or design evoke amongst readers the impression that they constitute a part of the print publication or advertising materials which contain external advertisements will not be accepted. The publishing house will provide notification of the refusal of an advertisement order without delay.

(5) The customer shall provide an assurance that he is in possession of the necessary rights in respect of the publication of the advertisement or other advertising material. The customer shall bear sole responsibility for the content and legal admissibility of the advertisement or other advertising material. The publishing house shall not be obliged to scrutinise the advertisement or other advertising material for possible legal breaches. Within the scope of the advertisement order, the customer shall indemnify the publishing house against all claims which may be asserted by third parties in respect of breach of statutory regulations, in particular breaches of competition law, copyright law or law governing personal rights. The customer shall further indemnify the publishing house against the costs of appropriate legal defence. The customer shall act in good faith in supporting the publishing house in legal action brought by third parties and shall make information and documentation available. The customer shall assign the publishing house all necessary copyright and ancillary copyright exploitation rights in respect of the execution of the order.

(6) Advertisements which are not recognisable as such by dint of their editorial design will be clearly marked as advertisements by the publishing house by the inclusion of the word "advertisement", "advert" or "advertising".

(7) Test prints shall only be supplied if expressly requested. The publishing house shall accord due consideration to corrections of which it is notified within the dead-

line set when the test print was transmitted. The customer shall bear the responsibility for the correctness of test prints which are returned. In the event that the customer does not return test prints by the deadline, approval to print will be deemed to have been given.

(8) All printing materials will only be returned if an express written request is received and at the expense of the customer. Obligation to retain printing materials shall end three months after initial dissemination of the advertisement.

(9) If booking an advertisement in town and city plans the customer may state on placing the order whether an entry in the mapping of the town and city plan is also required. The publishing house will accede to such a request if possible.

(10) The publishing house will supply a copy of the advertisement on request. In the event that a copy is no longer available, a legally binding certificate confirming the publication and dissemination of the advertisement shall be provided by the publishing house instead.

(11) Information provided by the publishing house in respect of the planned print run and date on which the print publication will appear is non-binding. The long publication intervals for cartographic products and travel guides and the dependence on the sales development of the editions available on the market mean that changes to the numbers of copies in a print run and completion dates are possible.

3.1. Invoicing

(1) Invoicing takes place in advance after receipt or order insofar as no contractual agreement to the contrary has been made. Payment terms are 30 days net. 2% cash discount for receipt of payment within 10 days if no previous invoices are outstanding. The publishing house shall be entitled to correct erroneous invoices within six months of issue of said invoices.

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(2) The customer may only exert the right to set off or reserve payments if such counterclaims are not the object of contention or are established in law.

3.2. Default of payment

(1) In the event of default of payment or delay in payment the usual bank interest rates and recovery costs will be charged. The customer shall retain the right to demonstrate that damage incurred is materially lower. In the event of default of payment, the publishing house may delay further execution of an ongoing order until payment has been rendered and may further require payment in advance for the remaining advertisements.

(2) In the event that objective doubt may be levelled at the solvency of the customer, the publishing house shall be entitled to deviate from payment terms forming the

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object of the original agreement and may make the placement of further advertisements dependent on pre-payment of the applicable amount and on the immediate settlement of outstanding invoice sums. This shall also apply during the term of a contract.

4. Liability

(1) In the event that the published advertisement is illegible in whole or in part, incorrect or not fully printed, the customer shall be able to claim reduction in payment or a replacement advertisement, although only to the extent to which the purpose of the advertisement was adversely affected. The publishing house shall have the right to refuse a replacement advertisement in the event that such a replacement advertisement requires an outlay vastly not in proportion with the service interests of the customer or in the event that the provision of such a replacement advertisement would be associated with disproportionately high costs on the part of the publishing house. In the event that the publishing house fails to meet an appropriate deadline set for provision of a replacement advertisement or in the event that the replacement advertisement is once again not correct, the customer shall have the right to reduction of payment or cancellation of the order. Cancellation of the order is excluded in the case of immaterial defects. A guarantee provided by the publishing house shall no longer apply if and to the extent to which the defect in publication is caused by a defect in the printing materials or other advertising materials supplied by the cus-

tomers. Complaints in respect of non-obvious defects must be asserted within a period of one year from the commencement of the statutory limitation period. Other complaints must be asserted in writing within four weeks of the initial publication of the advertisement.

(2) The publishing house shall be exempted from the obligation to fulfil the order in the event of an Act of God and in the event of industrial action which is not the fault of the publishing house. No claims for compensation arise in this regard.

In respect of all damages arising as a result of contractual or pre-contractual breach of obligations or impermissible actions the ordinary commercial liability of the publishing house shall be limited to restitution of predictable damage typical to the contract and to the remuneration payable in respect of the relevant advertisement. This restriction shall not apply in the event that damage is caused by deliberate or negligent action on the part of legal representatives or executive employees of the publishing house. In the event of ordinary negligence the publishing house shall only be liable in the case of material breach of contractual obligation (cardinal obligation). In such cases, liability of the publishing house shall be limited to restitution of predictable damage typical to the contract and to the remuneration payable in respect of the relevant advertisement. This restriction shall not apply in the event that damage is caused by deliberate or negligent action on the part of legal repre-

sentatives or executive employees of the publishing house. In the event of ordinary negligence the publishing house shall only be liable in the case of material breach of contractual obligation (cardinal obligation). In such cases, liability of the publishing house shall be limited to restitution of predictable damage typical to the contract and to the remuneration payable in respect of the relevant advertisement. Liability for subsequent damages, lost profits and other compensation claims are excluded. This shall be without prejudice to the liability of the publishing house in respect of warrantable properties of goods and services provided. The publishing house shall be liable pursuant to statutory stipulations in respect of claims arising from the German Product Liability Act and in respect of claims asserted for damage to life, limb or health.

5. Place of fulfilment/place of jurisdiction

Place of fulfilment is the domicile of the publishing house. In the case of commercial dealings with commercial traders as defined by German law or with legal persons under public law or in the case of special funds under public law place of jurisdiction in the event of claims shall be the domicile of the publishing house. Insofar as claims of the publishing house cannot be asserted via collection procedures, the place of jurisdiction in respect of customers who are not commercial traders as defined by German law shall be determined by the place of residence of such persons. In the event that the place of residence or normal domicile of a customer

is unknown at the time a claim is asserted and in the event that the customer has shifted his place of residence or normal domicile outside the scope of application of the law, place of jurisdiction shall be agreed to be the domicile of the publishing house at the time the contract was concluded.

Additional business conditions of the publishing house

(1) The provider's price list is valid at the time at which the order was placed shall apply. The provider reserves the right to subsequent amendment of the price list. In respect of customers who are not commercial traders as defined by German law, subsequent price increases shall only be effective insofar as the order or the access of individual services affected by such a price adjustment are scheduled for execution later than four months after the termination of the contract. The publishing house shall announce price adjustments for orders which have already been confirmed at least one month prior to the publication of the advertisement. In the event of a price increase the customer shall be accorded the right to withdraw from the contract. Declaration of such a withdrawal must be received by the publishing house within 14 days of receipt of notification of the price increase.

(2) Advertising agencies and other providers of advertising services shall be obliged to act in accordance with the price lists of the publishing house in respect of their service provision to advertisers and

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in respect of contracts and invoicing procedures with such advertisers. The agency remuneration paid by the publishing house may not be passed on to the customer in whole or in part.

(3) The above General Terms and Conditions and additional business conditions issued by the publishing house apply accordingly to orders in respect of stickers, folders, special technical designs and other advertising forms.

(4) In the event of disruptions to business operations or the intervention of Acts of God (such as industrial action, confiscation, disruption to transport, general shortages of commodities and energy and such like) both within the business operations of the publishing house and within the business operations of third parties and when the publishing house avails itself of such for the fulfilment of its obligations, the publishing house shall have the right to full remuneration in respect of advertisements published if at least 80% of the planned print run for the previous edition has been produced in respect of the publication.

In the event of lower print runs completed by the publishing house the invoice amount will be reduced in proportion.

(5) The publishing house shall not be liable for errors of transmission in the case of orders, amendments or further specifications given by telephone.

Discounts

Repeat/series discount	
3 advertisements	3 % discount
6 advertisements	5 % discount
9 advertisements	7.5 % discount
12 advertisements	10 % discount
18 advertisements	15 % discount
24 advertisements	20 % discount
(except small ads)	

Volume discount (Annual volume/customer)	
from €10,000	3 % discount
from €25,000	5 % discount
from €75,000	10 % discount
from €150,000	12.5 % discount
from €250,000	15 % discount
from €500,000	20 % discount

Your direct line.

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73760 Ostfildern

Or by e-mail

daten@mairdumont.com

Or by ISDN

on request

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Marco-Polo-Straße 1
73760 Ostfildern

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