

Bookings

- 1. All orders shall be subject to our General Terms and Conditions, the currently valid rate card for advertisements, and our confirmation of the order. Digital data submission shall be subject to the publisher's terms of digital data submission. The present General Terms and Conditions shall also be effective for future orders, even if they are not explicitly agreed upon again.
- 2. Advertisements shall be placed within twelve months of receiving the order, commencing, if not otherwise stipulated, with the next issue.
- 3. The discounts quoted in the rate card shall be applicable only for advertisements appearing within one calendar year, provided there are no time limits due to special promotional offers.
- 4. Liability for the content, form and legal admissibility of advertisements in particular including the clarification of copyright, trademark and personal rights, shall rest with the client. The publisher shall not be obliged to check the content and form of advertisements. Competitions, vouchers, and tip-on-cards or add-ons shall be adapted, if necessary, to comply with legal rules and regulations; the client shall indemnify and hold the publisher free from and against any claims or suits.
- 5. No guarantee can be given for the placement of advertisements in specific issues.
- 6. The client shall be responsible for acquainting him/herself with the currently valid advertising rates before placing an order.
- 7. Unless explicitly stipulated otherwise, any changes in advertising rates shall enter into effect immediately, and shall also apply to existing orders.
- 8. If an advertisement proves to be illegible, incorrect or incomplete, the client shall be entitled to be given a price reduction or an additional insertion of the

advertisement on condition that the message of the advertisement has, through the publisher's error, been significantly impaired or the advertising impact considerably disturbed. The publisher's liability shall not extend beyond the scope indicated above. In cases of doubt, the publisher shall comply with the recommendations made by the Gutachterausschuss für Druckreklamationen (Complaints Commissioners for the Printing Trade, FOGRA Forschungs-gesellschaft Druck e.V., Munich).

- 9. In cases of equipment failure or Acts of God, the publisher shall be entitled to full payment for the advertisement published if the advertisement has been run on at least 80 % of the guaranteed printed circulation. For lower percentages, payment shall be due on the basis of the price for units of one thousand copies actually circulated.
- 10. The publisher shall mark advertisements not recognizable as such on account of their editorial design as promotional material.
- 11. Verlagsgruppe NEWS Ges.m.b.H reserves the right to reject the publication of advertisements without stating reasons. A rejection shall not constitute a basis for any claim for damages. In this case any claims for damages against Verlagsgruppe NEWS Gesellschaft m.b.H. are excluded.
- 11a. In particular, Verlagsgruppe NEWS reserves the right to not carry out advertising efforts which the Austrian Advertising Council (Österreichischer Werberat) has found fault with. This also includes the immediate cancellation of an ongoing advertising campaign. For this reason Verlagsgruppe NEWS can reject advertising contracts or withdraw from contracts that are understood as legally binding.
- 12. Any additional arrangements over and above our General Terms and Conditions shall be contingent on written confirmation by the management of Verlagsgruppe

NEWS Ges.m.b.H. Counter- confirmations by the client and references to the client's terms and conditions shall not be legally valid, even if not specifically contradicted by the publisher. Acceptance of client's terms and conditions on the part of the publisher by means of providing performance shall be precluded.

Technical Data

- 1. The client shall provide the material required for printing within the requisite period. A colour proof must accompany each page. In case of delay on the part of the client, the publisher may use advertising material of the client that is already available at the publisher's. However, the publisher reserves the right to publish the advertisement in question in the next issue.
- 2. Proofs shall only be made available at the client's explicit request and against payment of costs. These costs shall be borne by the client. The client shall be deemed to have given his/her approval if s/he fails to return said proof within the specified time.
- 3. Unless explicitly agreed otherwise with the client in writing, the publisher shall keep printing materials until three months after insertion.
- 4. Costs for significant changes from the originally agreed contract shall accrue to the client.
- 5. At the client's request, we will, against separate payment of costs, produce the design, text, artwork and photographic material for advertisements. Should the client wish to use said material in other media, the rights for such other publication shall be acquired from the publisher.
- 6. Advertising rates do not include the costs of typesetting, reproduction, and lithography, which shall be billed separately.
- 7. The client shall be obliged to provide flawless printing material or production data in compliance with the stated guidelines. If the

material contains defects that are not immediately noticeable, but become apparent only during printing, the client shall not be entitled to an additional insertion. The publisher shall not be obliged to test or check whether the printing material is complete and correct.

- 8. Complaints shall be made in writing within eight days of receipt of the invoice.
- 9. The publisher cannot be held responsible for transmission errors.
- 10. The publisher shall not be bound to examine whether the client has the right to reproduce the printing material or production data in any way whatever, or to edit or change it as envisaged in the contract, or otherwise to use it in the designated way. The publisher shall be entitled to presume that the client has all the relevant rights in relation to third parties necessary for the performance of the contract. Further-more, the client shall explicitly guarantee that s/he has these rights. The client shall hold harmless and fully indemnify the publisher in all cases where such rights are claimed by third parties.
- 11. The production terms and conditions applicable at the given time shall apply for the order placed.
- 12. Please consider a tolerance range in the manufacture of ad specials due to industrial production. Divergent specimen of up to 3% of the total circulation do not constitute a valid complaint and do not supersede the obligation to pay the manufacturing costs.

Positioning

- 1. Special requirements as to the positioning of advertisements shall only be binding upon payment of a position surcharge; otherwise the publisher shall endeavour to meet the client's wishes, but shall not be obliged to do so.
- 2. Agreements not to publish an advertisement together with a competitor's advertisement can only be concluded for advertisements of a size of at least 1 page

and shall apply only for two facing pages.

Loose/Bound/Glued-in Inserts

- 1. The contents of loose, glued-in or bound inserts shall be confined to the client's own line of business and must not include advertisements of a third party.
- 2. A sample and text content shall be submitted 4 weeks prior to the date of publication.
- 3. The client shall strictly comply with the technical specifications set forth by the publishing house. Variances from these specifications may entail extra cost which will be charged to the client.

Cancellation

- 1. Withdrawal of an order shall entail payment of a cancellation charge to the amount of 15% of the value of the advertisement.
- 2. The cancellation of an order can only be accepted before the closing date for advertisements.
- 3. Ad specials have to be cancelled not later than 6 weeks prior to the publication date or in the case of special paper requirements not later than the day the paper is ordered. If cancelled later, the actual cost having accrued up to cancellation time shall be charged to the client.
- 4. Costs resulting from modifications of the originally agreed contract and from changes of ordered printing material shall be payable separately by the client.

Settlement

- 1. Complaints shall only be accepted within two weeks of the date of invoice.
- 2. At the client's request, discounts may be taken into account in respect of each invoice, or credited at the end of each calendar year. Changing from one method to the other is not possible within one and the same calendar year.
- 3. Discounts granted on unfulfilled contracts will be surcharged to

the client at the end of each calendar year, with 12% interest p.a. being charged on the outstanding balance.

- 4. Discount settlements shall be requested in writing not later than by the 31st of March of the following year.
- 5. Clients shall receive one free sample after publication of the advertisement.

Mode of Payment

- 1. Terms of payment: Payment within 10 days of date of invoice: 2% discount; payment up to 30 days: net.
- 2. For delayed payments or deferrals, 12% interest on arrears as well as collection costs shall be charged.
- 3. The publisher shall be entitled, before carrying out the order and also during the term of the order, to make publication of further advertisements conditional on the advance payment of a specified amount and on the settlement of open accounts.
- 4. Letters of credit cannot be accepted.
- 5. Invoices shall be payable in Vienna (place of payment and performance Vienna).

Final Provisions

- 1. Vienna shall be the exclusive place of jurisdiction for any dispute resulting from the contractual relationship between Verlagsgruppe NEWS and the client.
- 2. The only law that is applicable is Austrian Law. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 3. Should there be Terms and Conditions of the client, they are rejected in their entirety. They are only applicable if Verlagsgruppe NEWS has explicitly stated in writing to accept them.
- 4. Should one of the clauses in these Terms and Conditions be invalid, this should not affect the validity of the remaining clauses.