

Media kit 2022



Rate list no. 6
Valid from 1 January 2022



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HUSS-VERLAG GmbH
80912 Munich, Germany

huss



Susanne Frank
Editor
Unterwegs auf
der Autobahn

Dear media decision-makers

Whether digitalization, electric mobility, plug-in-hybrids, autonomous driving, augmented reality apps or assistance systems for greater safety, the haulage and automotive industry is more dynamic than ever before. In the face of many challenges, the manufacturers of trucks, commercial vans, SUVs and passenger cars all want to shape the future of mobility and gain a decisive competitive edge. All their potential customers travel on motorways, both at home and abroad, and frequently drop in at a truck stop or service area, whether business travellers, families on holiday or truckers taking a well-deserved break. The automotive and transport industry is undergoing rapid change and the magazine „Unterwegs auf der Autobahn“ (Travelling on the Motorway) keeps in touch with the latest events for everyone on the road.

With their free issue of „Unterwegs auf der Autobahn“, travellers can be sure of a really entertaining read. We report on the latest designs and features of modern truck fleets – whether Daimler, DAF Trucks, MAN, Scania, Volkswagen Commercial Vehicles and so much more. „Unterwegs“ also provides holidaymakers with plenty of travel tips – whether by motorhome, with a dog, a cat, or a bicycle – and they learn how to avoid stumbling blocks when going abroad. The editorial team also takes a look at the latest apps as well as which games and websites have something exciting in store. Another key point: „Unterwegs auf der Autobahn“ lets many people have their say – not only the men and women in the drivers’ cabs and the haulage companies looking for drivers, but also the developers and designers who shape the future of long-distance transport and translate it into the sheet metal, chrome and streamlined forms of today’s trucks. People looking for rest and refreshment at truck stops and service areas on motorways will find an entertaining guide to take home that provides insight into a diverse and literally fast-moving industry.

Unlimited freedom – that’s something long-distance truck drivers still dream of today. Most truckers love their job, despite all the hardship. At the beginning of the corona pandemic they were in the spotlight – alongside doctors and nursing staff – and it is thanks to them that we did not have any supply bottlenecks in Germany. The crisis has also revealed how important efficiently functioning logistics are and how relevant drivers are to the system as a whole. „Unterwegs auf der Autobahn“ has always let truck drivers have a direct say and will continue to do so going forward. With their stories they make the magazine a lively medium in touch with current events and with these key people in general: regardless of whether they are delivering drinks, toilet paper or hazardous goods, and are stuck in traffic jams or at national borders to keep us supplied. „Unterwegs“ also has tips for the younger generation – whether future car drivers, truckers, schedulers or managing directors – for that special experience, whether real, virtual or even off the road.

Happy travels in 2022!
Susanne Frank

Print



Online



- 1 **Title:** "Unterwegs auf der Autobahn"
- 2 **Brief description:** "Unterwegs auf der Autobahn" is a tabloid-sized publication presented directly at the point of sale at service areas in a display. Editorial articles about service areas, travelling and resting, gastronomy, entertainment, politics, safety, premium parking, e-mobility, toll fees, fitness, outdoor lifestyles and lots more not only make for pleasant reading when on the road, they also play a major role when compiling the content.
www.unterwegs-auf-der-autobahn.de
- 3 **Target group:** Motorists, professional drivers and travellers
- 4 **Frequency of publication:** 4 times per year
- 5 **Magazine size:** 220 x 295 mm
- 6 **Year of issue:** 6th year of issue 2022
- 7 **Purchase price:** Annual subscription in Germany €4.80
(including VAT plus €5 postage costs)
ISSN no. 2511-7858
- 8 **Body:** –
- 9 **Memberships:** –
- 10 **Publishing company:** HUSS-VERLAG GmbH
Phone: +49 89 32391-0
Fax: +49 89 32391-163
Internet: www.huss.de
- 11 **Publishers:** Christoph Huss
- 12 **Advertising and sales:** Michaela Pech -251 (responsible)
michaela.pech@hussverlag.de
Eberhard Göhrum -257
eberhard.goehrums@hussverlag.de
Oliver Dorsch -314
leserservice@hussverlag.de
- 13 **Editorial team:** Susanne Frank (responsible)
susanne.frank@hussverlag.de

14 Volume analysis:	2020 = 4 issues	
Total no. of pages:	208 pages =	100.00 %
Editorial section:	166.25 pages =	79.93 %
Advertising section:	41.75 pages =	20.07 %
of which: Occasional ads		–
Bound inserts		–
Publisher's advertising	6 pages =	14.37 %
Inserts:	0	

15 **Content analysis of editorial section: 2020 = 166.25 pages**

15a Topics	Pages	%
Photo Story	8.00	4.50
News	19.00	12.36
Cover story truck	11.00	6.74
On the road	66.00	26.97
Service areas	15.00	10.67
TÜV tip	2.00	1.12
Tyres	1.50	0.90
Technic	1.00	0.60
History	1.50	0.90
Report	6.00	3.61
Entertainment	12.00	7.22
Sport	8.00	4.81
Puzzles	2.90	1.63
Other (title/editorial/content/ imprint/preview)	14.10	7.92
Total	178.00	100.00

16 **Circulation control:**



The German
Audit Bureau
of Circulation (IVW)

17 **Circulation analysis:** Number of copies per issue on a six month average
(1 July 2020 to 30 June 2021)

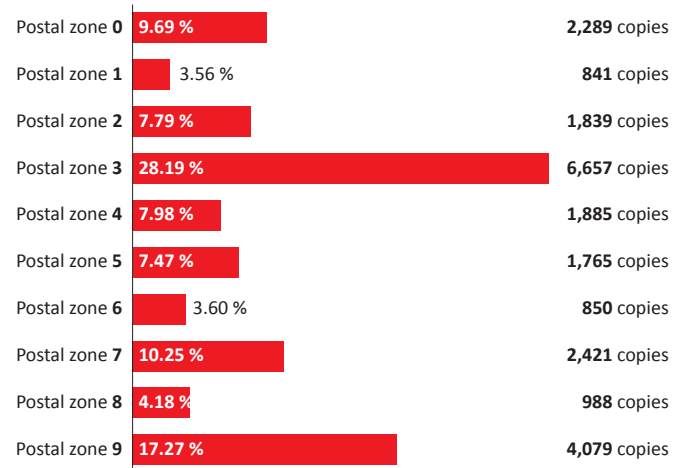
Copies printed:	24,250	
Copies actually distributed:	23,659	of which abroad: 45
Copies sold:	22,624	of which abroad: 0
– Subscription copies/ other sales:	22,624	of which member copies
– Retail sales:	–	
Free copies:	1,035	
Remaining, archive and sample copies:	591	

18 **Geographical distribution analysis:**

Economic area	Percentage of copies actually distributed	
	%	Copies
Germany	99.81	23,614
Abroad	0.19	45
Copies actually distributed	100	23,659

Structure of circulation in Germany by postal zone:

Percentage of actual distribution in Germany



Number of copies distributed in Germany



23,614 copies

Summary of the data collection method 2

- Method of analysis:** Circulation and distribution analysis
Basis: Recipient log file with total population of 38,276
Circulation analysis through data analysis – total compilation
- Total population:** The total population is based on an annual average of the copies actually distributed (1 July 2020 to 30 June 2021).
The analysis represents the total population of the copies actually distributed of 23,659 (i.e. 100 %).

- Time period of the analysis:** July 2021
- Analysis conducted by:** HUSS-VERLAG GmbH

Due to corona restrictions and lockdowns, the print runs were temporarily adapted to the lower customer frequency at the truck stops in 2020. A circulation of 25,000 per issue is planned for 2022.

Issue	Advertising deadline	Publication date	Editorial Highlights	Trade fairs	Further topics in these issues
1	23 Feb.	21 Mar.	<ul style="list-style-type: none"> • Fuel cards • Workshops and spring checks • Tuning and truck styling • Seats, interior design • Washing systems 		<p>Travel, on the road: Truck stops and service centres, premium parking, leisure and adventure parks, city tours, long-distance travel, world-travel, gastronomy</p> <p>Politics, transport: Transport policy, driving licences, work and labour law, haulage and forwarding companies, legal protection for motorists, logistics, freight exchange, driving times and rest periods</p> <p>Cars / vans / trucks / omnibuses / motorhomes Trailers and bodies, special-purpose transportation, long-distance and inter-city buses, components, tyres and tyre services, workshops</p> <p>Service: Vouchers for truck stops and service areas, expenses, fuel credit cards, hiring and leasing, navigation and telematics, load securing, vehicle safety, breakdown services, spring and winter checks</p> <p>Personalities / society / sport</p>
2	16 May	13 June	<ul style="list-style-type: none"> • Lights and lighting • Wheels and tyres • Care and cleaning • Breakdown services • Vocational and further training • Insurances 	ADAC Truck-Grand-Prix Nürburgring, 15 – 17 July	
3	16 Aug.	12 Sept.	<ul style="list-style-type: none"> • Trailers and bodies • Air conditioning and heating • Fuel cards • Cleaning and truck washing • Telematics (cars, trucks, buses) 	automechanica Frankfurt, 13 – 17 September IAA TRANSPORTATION Hanover, 30 Sept. – 03 Oct.	
4	18 Oct.	21 Nov.	<ul style="list-style-type: none"> • Expenses • Winter • Cab equipment • Vocational and further training • Washing systems • Bester Autohof Award Prelude to reader's choice 	 World Cup 21 Nov. – 18. Dec.  Bauma Munich, 24 – 30 Oct. Hypermotion Frankfurt, November*	

Changes may be made at short notice. Print document deadline = advertising deadline

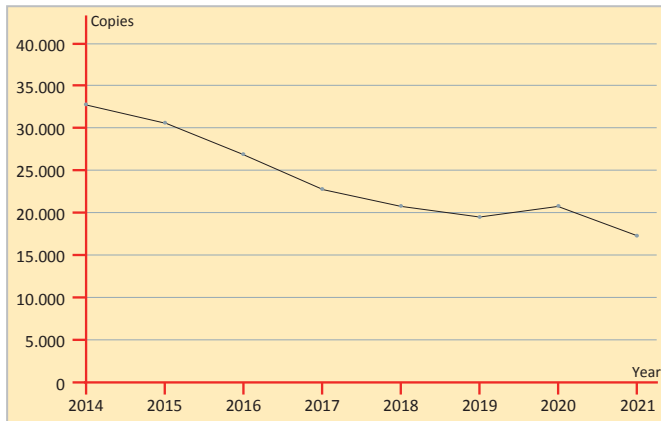
Circulation development of "Fernfahrer" from 2014 to 2021*

Quarter	Title	Subscribers*	Retail sales*	Subs + retail*
1/2021	Fernfahrer	8,790	8,011	16,801
1/2020	Fernfahrer	10,259	10,555	20,814
2/2019	Fernfahrer	9,892	9,882	19,774
2/2018	Fernfahrer	10,291	10,537	20,828
2/2017	Fernfahrer	10,887	11,730	22,617
2/2016	Fernfahrer	11,139	15,632	26,771
2/2015	Fernfahrer	11,293	19,261	30,554
2/2014	Fernfahrer	11,395	21,098	32,493

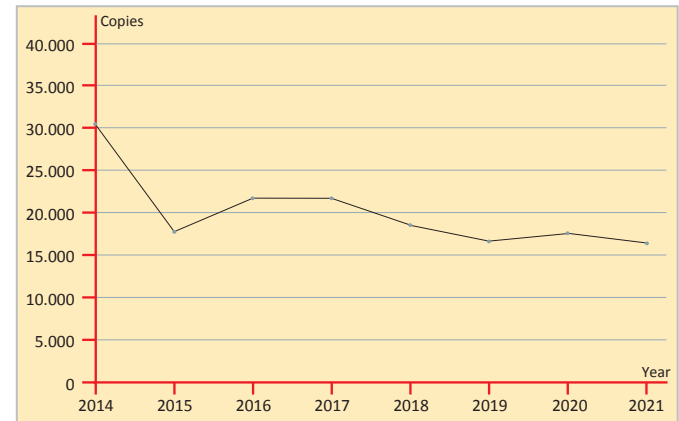
Circulation development of "Trucker" from 2014 to 2021*

Quarter	Title	Subscribers*	Retail sales*	Subs + retail*
1/2021	Trucker	6,831	9,667	16,498
1/2020	Trucker	7,042	9,966	17,008
2/2019	Trucker	6,945	9,086	16,031
2/2018	Trucker	7,144	11,198	18,342
2/2017	Trucker	7,747	13,796	21,543
2/2016	Trucker	8,332	13,234	21,566
2/2015	Trucker	8,929	8,637	17,566
2/2014	Trucker	9,658	20,469	30,127

Sales (subscription and retail) of "Fernfahrer" from 2014 to 2021*



Sales (subscription and retail) of "Trucker" from 2014 to 2021*



*Selection of 2 truck driver publications in Germany | Source: IVW (as at August 2020) | RS = retail sales

- 1 **Circulation:**
Copies printed 25,000
- 2 **Newspaper size:**
220 mm wide x 295 mm long
Type area:
192 mm wide x 262 mm long
- 3 **Printing and binding process, print documents:**
Heatset (web offset)
Stapled

Digital advertisements – print documents

Data format: Please send your print document as a PDF file (maximum pdf 1.3). We recommend the international standard PDF/X-1a.

Printing is done in accordance with the Euro scale on improved newsprint. Special colours are not permitted and will be converted to 4c at the pre-print stage. The maximum coverage is 260%.

Please note: Conversion of existing 4c data to Adobe InDesign in the requested target profile does not usually lead to the reduced colour application of 260%.

Profile: PSO_INP_Paper_eci.icc

The colour profile can be requested at:
anzeigen@unterwegs-auf-der-autobahn.de

Proof: An accurate printed colour reproduction can only be guaranteed with an Ugra/Fogra media wedge proof.

A colour proof can only serve for checking purposes.

Data transmission up to 5 MB via e-mail to
anzeigen@unterwegs-auf-der-autobahn.de, – otherwise via FTP (on request)

Preparation of print documents on request (at cost price)

- 4 **Deadlines:** See deadline and topic schedule on page 5
Frequency of publication: 4 times per year

- 5 **Publishing company:** HUSS-VERLAG GmbH
Company address: Joseph-Dollinger-Bogen 5, 80807 Munich, Germany
Postal address: 80912 Munich, Germany
Internet: www.unterwegs-auf-der-autobahn.de
Ad scheduling: Susanne Trautner, Phone +49 89 32391-255, fax -163
E-mail: susanne.trautner@hussverlag.de

- 6 **Conditions of payment:**
2 % discount for payment within 5 days, or net payment within 14 days without discount.

Bank details:

Deutsche Bank, Munich, account no. 0 213 132 00, bank code 700 700 10

SWIFT code: DEUTDEMMXXX

IBAN: DE45 7007 0010 0021 3132 00

BIC: DEUTDEMMXXX

- 7 **Advertising formats (in bleed) and rates:**

Rates do not include VAT.

Format	Width x length (in mm)			Rate 4c
	Vertical	Standard	Horizontal	
1/1 page	220 x 295			€4,240
Junior page		156 x 195		€3,400
1/2 page	106 x 295		220 x 143	€2,150
1/3 page	73 x 295		220 x 98	€1,650
1/4 page	56 x 295	106 x 143	220 x 76	€1,150

Other formats available on request

► **CPT for 1/1 page: €169.60**

8 Preferred placements:

Masthead ad, size 45 x 58 mm	€990
Title footer ad	On request
Editorial (1/2 page vertical, right)	€2,600
1/2 page vertical next to table of contents	€2,600
Island ads (surrounded by editorial content on 4 sides)	€10 per mm

9 Special forms of advertising:

Rates and surcharges for special forms of advertising available on request

10 Discounts: When booking within one year

Frequency discount	Quantity discount
3 advertisements 3 %	2 pages 5 %
6 advertisements 5 %	4 pages 10 %
8 advertisements 8 %	6 pages 15 %

14 Inserts: not discountable

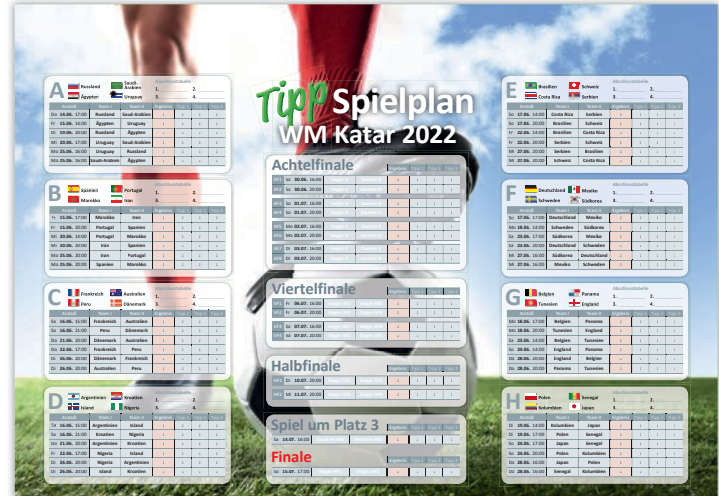
Loosely inserted, maximum size 200 x 280 mm	
Rates up to 25 g total weight:	€180 per thousand copies
26 to 50 g total weight:	€230 per thousand copies
Partial inserts (optionally by postal zone)	
Required delivery amount:	25,650 copies
Before accepting and confirming the order we require a binding sample or, if need be, a dummy showing sizes and weights.	

12 Delivery address for item 11:

Dierichs Druck + Media GmbH & Co. KG
Frankfurter Straße 168, 34121 Kassel, Germany
Phone +49 561 60280-171
Delivery information: For "Unterwegs auf der Autobahn" issue no. x/2022
Delivery deadline: 1 week after advertising deadline

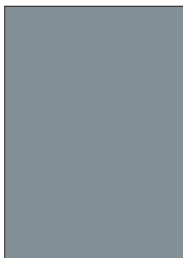
Rates do not include VAT

World Cup fixture list 2022



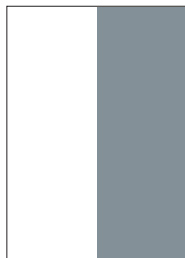
Date of publication: 21 November 2022, in Unterwegs 4/2022
Advertising deadline: 18 October 2022
Circulation: 25,000 copies
Size: 560 x 400 mm

You can use this World Cup fixture list 2022 as an exclusive opportunity to place your advertising message. We will be happy to advise you.



1/1 page

In bleed 220 x 295 mm*
4c rate €4,240



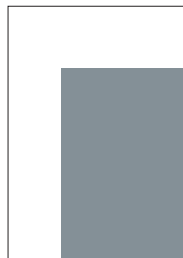
1/2 page vertical

106 x 295 mm*
€2,150



1/2 page horizontal

220 x 143 mm*
€2,150



Junior page

156 x 195 mm*
€3,400



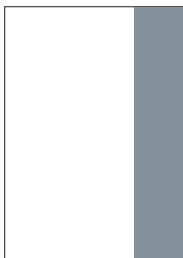
1/3 page vertical

73 x 295 mm*
€1,650



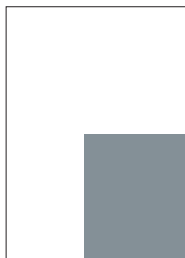
1/3 page horizontal

220 x 98 mm*
€1,650



1/4 page vertical

In bleed 56 x 295 mm*
4c rate €1,150



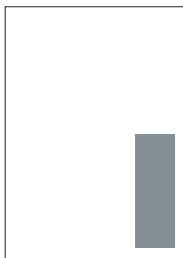
1/4 page standard

106 x 143 mm*
€1,150



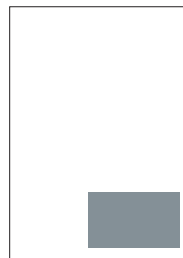
1/4 page horizontal

220 x 76 mm*
€1,150



1/8 page vertical

43 x 128 mm**
€590



1/8 page standard

93 x 61 mm**
€590



1/8 page horizontal

195 x 28 mm**
€590

Rates do not include VAT. Formats: Width x length * Plus 3 mm trim on each outer edge ** In type area only



440 x 102 mm

€3,710

Panorama ads

Panorama ads stretch right across the type area of two pages, including the gutter, and are available in varying lengths and widths with a maximum of 2/1 pages including the gutter.



56 x 295 mm
75 x 79 mm

€1,740

L-shaped ads

The broad strip section of the ad is always located at the bottom of the page. The vertical part of the ad is always in the outer columns (i.e. on the left of a left-hand page and on the right of a right-hand page).

Ad specials

Our special forms of advertising in "Unterwegs auf der Autobahn" are designed for advertisers looking for something unusual. These ad specials are individual forms of advertising that stand out from conventional styles, attracting greater attention among readers and generating returns. Here are some examples.

Contact us if you are interested in leveraging individual concepts of communication. We will work together with you to develop creative solutions with the aim of achieving the best performance for your brand.

Quotes and advice: Michaela Pech

Tel: +49 89 32391-251, michaela.pech@hussverlag.de



Diagonal advertisement
220 x 295 mm

€2,100

Other formats
available on request

Flexform ads

Ads with a flexible size and shape, which cannot be compared to the standard formats conventionally offered (e.g. star-shaped, circular or polygonal formats).



216 x 199 mm

€3,550

Tunnel ads

Tunnel ads are placed across two pages, including the gutter. However, at least one column of space remains free on each side for editorial content.



Inside
110 x 295 mm

Outside
110 x 230 mm

€8,500

Flying page / cover page / half cover

An ad that covers half of the cover page (flying page) or half of a book or a series. The advertisement is published on the front and back cover of the flap.

Rates do not include VAT.



- 1 **Web address (URL):** www.unterwegs-auf-der-autobahn.de
- 2 **Brief description:** unterwegs-auf-der-autobahn.de offers you interesting, entertaining articles, up-to-date news and dates around the topics of travelling and taking a break when you're on the road in your car, truck, van or bus.
- 3 **Target group:** Drivers and professional drivers of trucks, buses, vans and cars, travellers and the people accompanying them, motorhome drivers
- 5 **Contact:** Michaela Pech, Phone +49 89 32391-251; fax -163
michaela.pech@hussverlag.de
- 5 **Access control:** Revive, Matomo
- 6 **Accesses:** Monthly average (publisher information)
Page impressions: 4,171
Visits: 3,417
Unique users: 3,132
- 7 **Data delivery:** Three working days before placement to: anzeigen@transport-online.de as GIF (static or animated), JPG, 3rd-party JavaScript redirect, HTML5 (via redirect only) with a max. size of 150 KB (HTML5 subload up to max. 500 KB).
- 8 **Use of external ad server:** Revive
- 9 **Forms of advertising and rates:** See table on the right
- 10 **Discounts and conditions:** On request

Illustrations (similar)	Form of advertising	Size (W x L)	Placement	Rate per month
	Billboard	up to max. 980 x 300 (or standard 850 x 250) pixels + mandatory in addition mobile variant up to max 360 x 225 (standard 300 x 100) pixels	directly below the main navigation	€850 (10,000 Pls)
	Half-page right (sticky)	300 x 600 pixels	Outside right or mobile content below	€750 (10,000 Pls)
	Skyscraper (sticky)	160 x 600 pixels	Outside right or mobile content below	€600 (10,000 Pls)
	Half-page left (sticky)	300 x 600 pixels	Left sidebar	€200 (6,000 Pls)
	Rectangle	300 x 250 (up to max. 300 x 300) pixels	Left sidebar or mobile content above	€300 (10,000 Pls)
	Large mobile (or half-banner)	300 x 100 (or 234 x 60) pixels	Left sidebar or mobile (partly) content top	€200 (10,000 Pls)

Rates do not include VAT.



1 **Newsletter**

2 **Brief description:** Once a week, the "Unterwegs" newsletter summarises the most important news, articles and dates around the topics of travelling and resting when you're on the road in your car, truck, van or bus. The newsletter is supplemented with the latest image galleries and videos.

3 **Target group:** Drivers and professional drivers of trucks, buses, vans and cars, travellers and the people accompanying them, motorhome drivers

4 **Contact:** Michaela Pech, Phone +49 89 32391-251, fax -163
E-mail: michaela.pech@hussverlag.de
Internet: www.unterwegs-auf-der-autobahn.de

5 **Access control:** Episerver

6 **Subscribers:** 969 (publisher information as at August 2021)

7 **Data delivery:** At least three days before your campaign begins via e-mail to: anzeigen@unterwegs-auf-der-autobahn.de, GIF (not animated), JPG, text with 350 keystrokes (including headline and spaces) + image (max. 240 x 160 pixels), text only with 500 keystrokes (including headline and spaces)

8 **Forms of advertising and rates (new: banner runs for four weeks):**

Type of ad	Size (W x L)	Text	Rate*
Full banner	468 x 60 pixels	-	€300
Graphic banner	up to max. 620 x 170 pixels	-	€350
Text banner with image	max. 240 x 160 pixels	350 keystrokes	€350
Text banner without image		500 keystrokes	€350

9 **Frequency of publication:** Weekly, Thursdays

10 **Discounts:** On request

Rates do not include VAT.

* Rate for a banner, running for four weeks.

Full-banner

Graphic-banner

Text banner with image

Text banner without image





Online Advertorial (native advertising, content marketing)

An online advertorial on unterwegs-auf-der-autobahn.de gives you the opportunity to place your advertising message directly in the editorial section of Unterwegs using texts and images. You can address our readers in their familiar reading environment, generating an outstanding level of awareness and breadth of communication within our high-quality target group.

Services

- Online advertorial with a maximum of 3,000 keystrokes, images, backlinks, file attachments, videos and lots more on www.unterwegs-auf-der-autobahn.de
- 4 times in the **Unterwegs newsletter** with image, headline, teaser text and link to the advertorial

Placement

- Teaser placement on the home page as second news with image, headline, teaser text and link to the advertorial
- Header teaser above the navigation bar with link to the advertorial

Advantages

- Exclusiveness
- Professional reporting at the end of the campaign

Conditions

Duration: 2 month
Impressions: approx. 10,000
Rate: €900

The native text ad (native advertising, lead and traffic generation)

The text banner with image is a native form of advertising which is placed directly in the editorial section of our website and guarantees above-average attention and CTR.

Services

- Text banner (approx. 350 keystrokes) with image and external link as required
- Advertising format with the look and feel of an editorial article

Placement

- The Placement on the home page as 4th or 7th news
- Within each news view above or below the news text

Advantages

- Exclusiveness, since only one campaign is placed at a time (no rotation)
- Professional reporting at end of duration with impressions, clicks and CTR on a weekly basis

Conditions

Duration: 2 month
Impressions: approx. 5,000
Rate: €500

Rates do not include VAT.

MEDIA CONSULTANT

Please send print documents to: anzeigen@unterwegs-auf-der-autobahn.de



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michaela.pech@hussverlag.de



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Advertising Scheduling
Phone +49 89 32391-255
susanne.trautner@hussverlag.de

EDITORIAL TEAM

Please send press releases to: redaktion@unterwegs-auf-der-autobahn.de



Susanne Frank
Editor
Phone +49 152 09462290
susanne.frank@hussverlag.de

General Terms of Business (GTB) for advertisements, third-party inserts and online advertising

- 1. An "Advertisement order"** within the meaning of the following General Terms of Business is an order relating to the publication of advertisements and third-party inserts in a print medium or by means of online advertising for the purpose of distribution. A contract is entered into taking into account the discounts granted according to the rates list. Advertisement orders only become legally binding through written confirmation.
- 2. Publishing time limit:** In case of doubt, advertisements and third-party inserts must be placed within one year after the contract is signed. If the right to place individual advertisements is granted within the terms of a contract, the order must be completed within one year of the publishing of the first advertisement, provided the first advertisement is placed within the time limit specified in section 1.
- Upon signing a contract** for the purpose of distribution, the publisher reserves the right to request in addition to those specified in the order at the same contractually agreed conditions and/or according to the rates list within the agreed time limit specified in section 2.
- 4. Online advertising** (i.e. websites, newsletters, etc.) is defined by the time period booked. The customer is required to maintain the websites or contracts to which the online advertising is to be linked for the entire period of the contract. With the exception of contractual individual agreements, the values defined by the publisher's banner system regarding visits and page impressions shall be decisive.
- 5. Cancellation of orders:** The publisher reserves the right to cancel orders at its own discretion – including single placements within a larger order. This applies in particular if the content of the advertisement order violates laws or official regulations, if it has been objected to by the German Advertising Council in a complaint procedure, or if its publishing is unreasonable for the publisher due to its content, origin or technical form, or if inserts, due to their size or presentation, give readers the impression of being part of the newspaper, the magazine or the publisher's own website, or contain third-party advertising. The customer shall be informed of the refusal of an advertisement order without delay, once the publisher has become aware of the content in question. Any online advertising that contravenes these regulations can also be subsequently removed from the online advertising.
- 6. Advertising deadlines:** The advertising deadlines stated in the rates lists are not binding for the publisher. The publisher is entitled to alter advertising deadlines at short notice to suit production processes.
- 7. The customer may cancel** previously booked orders up to 14 days prior to the advertising deadline (print) or prior to the beginning of the advertising campaign (online). After this time, cancellation fees amounting to 50 % of the gross price are payable. Cancellations notified after the advertising deadline will be subject to a 100% cancellation fee. Cancellations and withdrawals received after the advertising deadline or after the beginning of the advertising campaign shall take effect the next print edition or the next online campaign at the earliest. Furthermore, advertisement orders may only be cancelled after the advertising deadline or after the beginning of the advertising campaign for important reasons. **Cancellations** can be notified by fax or e-mail.
- 8. Placing advertisements:** Advertisements will be published in specified issues and editions or in specified positions within the publication or the online media, assuming these were agreed upon and confirmed by the publisher in writing, including by fax and/or e-mail. Classified advertisements will only be published in their specific classifications. If no clear placement instruction is given, the publisher is entitled to freely determine the placement.
- 9. Liability for the content of the advertisement:** The customer bears sole responsibility for the content and the legal admissibility of the advertisement and/or the online advertising as well as for the materials provided for this purpose. The customer releases the publisher from any third-party claims made in and/or the connection (including the cost of any legal defence required), even if the order has been cancelled. The publisher is not required to examine orders or advertisements for infringement of the rights of third parties. The placing of an advertisement order, the advertiser agrees to bear the cost of publishing a counterstatement that relates to factual statements made in the published advertisement in accordance with the applicable advertising rate. Should advertisements appear which were not suspended within the proper time, the customer is not entitled to claim against the publisher.
- 10. Print documents:** The customer is responsible for the timely and proper delivery of the advertisement text in print documents, inserts or online advertising. The deadlines for supplying print documents can be found in the relevant advertising rates list of the publisher.
Transfer of risk occurs with the receipt of the documents at the publisher's place of business or at one of the publisher's computer servers. The sending of more than two colour samples, the delivery of print documents and the requirement for a print reproduction that deviates from the sample can have an impact on placement and print quality and rule out subsequent complaints.
If possible, however, the publisher will immediately request replacements for obviously unsuitable or damaged print documents.
Return of print documents: Print documents will only be returned to the customer if specifically requested. The mandatory retention period for print documents ends six weeks after the advertisement has been published. Any data carriers containing print samples sent to the publisher become the property of the publisher. These shall only be returned to the customer for a postage fee of €5.00, at the customer's express request and own risk.
Printing size of advertisements: If no instructions on size have been agreed upon or prescribed, the usual printing size for the type of advertisement concerned shall be used as a basis for calculation. If the size of a supplied, ready-to-use print document differs from the size ordered in the advertisement order, the size of the printed advertisement shall apply. Parts of millimetres will be rounded upwards to the next millimetre.
Proof copies will only be provided if specifically requested. The publisher is not liable for any corrections to which he is informed within the deadline specified at the time the proof copy was sent. If the customer fails to return the proof copy within the deadline, permission of print is deemed to have been granted. The customer is responsible for the correctness of the returned proof copy.
If print samples or online advertising are transmitted paperlessly to the publisher, either digitally (e.g. floppy discs, CD-ROMs) or by telecommunication (e.g. iSDN, e-mail), the following additional provisions shall apply:
File formats: In the case of the related files are transmitted digitally, the customer is required to ensure that these files are transmitted and stored in one folder. Advertising samples should only be transmitted in closed files which the publisher cannot change the content. The publisher has the right to refuse to accept open files (i.e. files stored under Corel Draw, QuarkXPress, Freehand). The publisher accepts no liability for the incorrect publishing of printed advertisements that were transmitted in open files.
Online advertising may only be delivered in suitable file formats in coordination with the publisher. The publisher's specifications must be complied with. The publisher accepts no liability for errors in files delivered by the customer.
Colour advertisements: The customer is required to supply a colour proof for digitally transmitted print documents for colour advertisements. Digitally created proofs must include the current version of the FOGRA/UGRA medium wedge in order to permit a colour match. Proofs must bear an official print control strip. Without a colour proof from the customer, colour variations are unavoidable and cannot be used by the customer as a ground for compensation. In all cases a printout must be sent to the publisher by fax in order to check the advertisement. The customer must explicitly request a correction fax. Conversion within the normal range of tolerance can only be guaranteed if the reproduction is performed in accordance with the applicable advertising rates.
Computer viruses: The customer is responsible that the files transmitted or stored do not contain computer viruses. The publisher is entitled to delete files that contain computer viruses without the customer being able to claim for damages. Furthermore, the publisher reserves the right to claim damages if computer viruses infiltrated via the customer cause damage to the publisher.
- 11. Advertisement samples:** Upon request, the publisher will deliver a copy of the advertisement sample with the invoice. Depending on the nature and scope of the advertisement order, excerpts, sample pages or complete samples may be delivered. If a sample can no longer be obtained, the publisher is instead required to provide a legally binding certification of the publication and distribution of the advertisement.
- 12. Box number advertisements:** Any responses received to box number advertisements will be kept for collection for a period of four weeks or forwarded to the customer by standard mail, even if the letters are registered or urgent. The publisher will send back valuable documents without being required to do so. Otherwise, any mail not collected within the specified time period will be destroyed. If the customer, the publisher reserves the right to open incoming offers in order to eliminate misuse of the box number service for investigation purposes. The customer can authorise the publisher to open responses to box number advertisements.
- 13. Calculation of purchase volumes:** For the calculation of purchase volumes, text millimetre lines will be converted to advertisement millimetres based on rates.
- 14. Additional setting costs:** Any costs incurred for the production of ordered print documents or for major changes desired by the customer to versions of advertisements originally agreed upon, or for which the customer is responsible, shall be borne by the customer. The same applies to any print samples delivered by the customer that generate additional costs for handling or subjecting to other processing.
- 15. Discounts:** If an order is not fulfilled due to circumstances beyond the control of the publisher, regardless of any other legal obligations, the customer is required to refund the difference between the discount granted and the discount due in accordance with the actual placement volume. The refund will be waived if non-performance is due to force majeure within the publisher's sphere of risk.
- 16. Changes in advertisement rates:** If changes in advertisement rates are made, the new rates are also valid for current orders as from their date of introduction, unless otherwise agreed in writing.
- 17. Different advertising rates:** The publisher can determine rates that differ from the rates list for the following: advertisements in publisher's supplements, editorially designed advertisements, advertisements in special publications and collectives, online advertisements and advertisements sold after the advertising deadline.
- 18. Reduced volume of circulation:** If an order covers multiple advertisements, a price reduction can be claimed due to a reduced volume of circulation if the circulation guaranteed in the rates list is 30% below the total average circulation of the previous insertion year according to IWW reports. Furthermore, when placing advertisement orders, the customer agrees that any damages are excluded if the publisher has notified the customer of the reduction in circulation in a timely manner sufficient to enable the customer to withdraw from the contract prior to the appearance of the advertisement. The publisher reserves the right to change the number of pages in the publication without the customer being entitled to make claims in this respect.
- 19. Invoices** are payable within 14 days of invoice, unless another payment period or advance payment has been individually agreed upon. The publisher is entitled to defer or postpone the invoice.
- 20. In the event of late payment or deferment of payment,** the legally applicable interest at the commercial rate of 9 percentage points above the basic interest rate of the European Central Bank will be charged from the day on which payment of the invoice is due, as well as a standard charge of 40 euros for damage caused by late payment, which is to be offset against outstanding compensation for damages if the damage is provably higher (e.g. due to legal costs). The standard charge is also due in the event of delayed partial payments or delayed payments in instalments (Section 288 of the German Civil Code (BGB) new version). Payment deadlines for commercial transactions may not exceed 30 days, unless these payment deadlines are not grossly unreasonable for the creditor. If the customer is a consumer, in the event of late payment the interest rate shall be 5 percentage points above the relevant basic interest rate and is also applicable in cases of deferment of payment. The publisher reserves the right to assert a claim for further damage caused by delay brought about by both companies and consumers. However, the contractual partners reserve the right to furnish evidence of lower or higher damage in each individual case. In the event of late payment by companies and consumers, the publisher is entitled to postpone the further implementation of the current order until such time as payment is made and any demand payment in advance for any further advertisements. Should there be any unjustified doubt regarding the customer's ability to pay, the publisher is entitled to the publication of further advertisements dependent on the advance payment of the due amount and on the settlement of any outstanding invoices, including during the term of an advertisement order, irrespective of any previously agreed payment period.
- 21. Warranty:** If printing errors occur in an advertisement, despite the timely submission of flawless print documents and timely complaint, the customer is entitled to demand either the publication of a faultless replacement advertisement (rectification) or a reduction in the price of the advertisement commensurate with the degree to which the purpose of the advertisement is impaired.
Should any defects in the print documents or images not be immediately recognisable, but only become evident during production, the customer shall have no right to claim in the event of unsatisfactory printing quality. The same applies to errors in advertisements that appear repeatedly, if the customer does not draw attention to the error prior to the start of the advertisement. The publisher is entitled to check the print documents to ensure that they are complete and correct in the event of **online advertising** and warranty is limited to errors in the reproduction of the online form of advertising that occur within the sphere of influence of the publisher, i.e. in particular on the publisher's server. Furthermore, the warranty does not apply to negligible errors, e.g. if the impairment of reproduction does not significantly impair the purpose of the online advertising. The customer is aware that in accordance with the current state of the art it is not possible to provide wholly error-free online advertising reproduction at all times. If the publisher's server breaks down for a significant period of time (more than 10% of the time period booked) in a time-linked fixed booking, the publisher will endeavour to supply the missing media service at a later date or to extend the insertion time, assuming it is not contrary to the interests of the customer. If at all possible to supply the missing media service fails within the originally booked insertion period or after extension of the insertion period, the customer is no longer required to pay for the media service not implemented during that time period, or the average length of the media services not implemented. Any further claims are excluded. Apart from that, an error or fault cannot be said to exist if the length of the breakdown of the server used by the publisher does not exceed 24 hours (either consecutively or cumulatively) within 30 days of the commencement of the contractually agreed placement. If the customer disregards these General Terms of Business or the recommendations of the publisher concerning the production and transmission of digital print documents and online advertisements, he or she is not entitled to claim for incorrect publication of the advertisement. The publisher guarantees the best reproduction of the advertisement technically possible within the given time and the scope of the print samples. **Complaints** of obvious defects must be made in writing by the customer within four weeks of publication at the latest. All warranty rights lapse after 31 December of the year following the publication of the corresponding advertisement or insert.
- 22. a)** Regardless of the legal grounds on which they are based, including tort, the publisher is only **liable** if damages (1) are caused through a culpable breach of an essential obligation of the contract (cardinal obligation) by the publisher in a manner endangering the achieving of the purpose of the contract or (2) are caused by gross negligence or with willful intent on the part of the publisher.
b) The publisher is not liable for damages if the publisher is not grossly negligent. This also applies to gross negligence or willful intent or gross negligence, the liability from the contract shall be limited to the agreed advertisement price.
c) If the publisher is liable in accordance with clause a) (1) or (2) for gross negligence or willful intent by employees or by those who are not organs or executive staff members of the publisher, the liability of the publisher shall also be limited to the agreed advertisement price.
d) The publisher shall not bear liability for indirect damages, consequential harm caused by a defect, or loss of profits and compensation for full expenses insofar as the publisher is not grossly negligent or the result of an act or omission on the part of organs or executive staff members of the publisher.
e) Otherwise, any liability of the publisher shall be limited to such typical damages, the occurrence of which could be reasonably foreseen under the circumstances known at the time of entering into the contract.
f) The exclusion or limitation of claims in accordance with the above clauses a) to e) includes any claims made against employees or representatives of the publisher.
g) The liability of the publisher does not extend to personal injury, the absence of guaranteed characteristics or in accordance with applicable law shall remain unaffected.
h) The customer is not entitled to claim if the non-availability is based on work or maintenance tasks that are solely performed in the interest of the customer.
i) The publisher does not accept liability for errors caused by telephone or written telecommunication of any kind. Neither shall liability be accepted by the publisher if defects in the print document only become apparent upon reproduction or printing. In this case the customer shall have no right to claim damages for unsatisfactory printing quality. Any additional costs incurred, e.g. through correction of the print documents or for machine downtime shall be charged accordingly.
j) **Costs of force majeure** such as industrial action, confiscation, general shortage of raw materials, energy scarcity or plant malfunctions release the publisher from the obligation to fulfil orders and payment of damages. However, if the publisher is able to fulfil the orders with 80% of its production quantity sold, the publisher is entitled to full payment for the advertisements published. Lesser services provided should be paid according to the set price per thousand pages in accordance with the quantity sold referred to in the tariff.
- 23. The publisher's place of business and jurisdiction** shall be the registered office of the publisher. The agreement is subject to German law. However, mandatory consumer law in the country in which you habitually reside shall remain applicable.

Additional terms of business of the publisher

- a)** Our general and additional terms of business, the order confirmation and the applicable valid rates list are decisive for each order. Any differing terms of business shall only apply with the written confirmation of the publisher.
- b) Advertising agents and advertising agencies** are required to adhere to the publisher's rates list when making offers, finalising orders or invoicing clients. The agent's commission paid by the publisher may not be passed on to the customer, either in full or in part.
- c)** Customers and advertising agencies entering into a business relationship with the publisher for the first time may be required to make **advanced payments** prior to the advertising deadline.
- d)** The customer transfers to the publisher all copyrights and other special rights required for the use of the advertising in print and online media of all kinds (including the internet), in particular for publication, distribution, transmission, broadcasting, extraction from a database and downloading without limitation of time, content or place to the extent necessary for the implementation of the order or orders placed. The client guarantees that he shall transfer these rights of use to the publisher free of rights of third parties, or else shall indemnify the publisher from all rights of third parties, including prosecution costs.

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