

**Standard Terms and Conditions
for advertisements and other advertising material in magazines and their electronic editions
in business transactions with companies of the Rudolf Müller Mediengruppe**

1. Scope of application, general provisions

1.1. These Standard Terms and Conditions (**Terms**) apply exclusively in relation to businesses within the meaning of section 14 of the German Civil Code (BGB), i.e. natural or legal persons who purchase the service for commercial or professional use.

1.2. The following Terms apply exclusively to all business transactions with our customers (**Client**), including to information and consulting services. If our Terms are introduced into the relationship with the Client, they shall also apply to all further business transactions between the Client and us, unless expressly agreed otherwise.

1.3. Deviating terms and conditions used by the Client shall only apply if and insofar as we expressly acknowledge them in writing; otherwise they are hereby rejected. In particular, our silence with regard to such deviating terms and conditions shall not be deemed to constitute acknowledgement or consent; this shall also apply with regard to future contracts.

1.4. Our Terms shall apply instead of any terms and conditions used by the Client, in particular the Client's terms and conditions of purchase (**Client Terms**), if any, even if these Client Terms provide for the acceptance of the order to constitute an unconditional acceptance of the Client Terms, or if we perform the order after the Client has made reference to the validity of the Client Terms, unless we have expressly waived the validity of our Terms in a declaration to the Client. The Client Terms shall be excluded even if our Terms do not contain separate provisions on a specific issue.

1.5. If framework agreements or other contracts have been concluded with the Client, these other agreements or contracts take precedence. They are supplemented by these Terms, except if they provide for more specific regulations.

1.6. The following Terms apply to contracts for the placement of advertisements and other advertising material in magazines and their electronic editions, with the companies Verlagsgesellschaft Rudolf Müller GmbH & Co. KG, Bruderverlag Albert Bruder GmbH & Co. KG, Charles Coleman Verlag GmbH & Co. KG, FeuerTrutz Network GmbH, Immobilien Manager Verlag IMV GmbH & Co. KG and RM Handelsmedien GmbH & Co. KG (**Publisher**).

1.7. The Publisher and the Client are hereinafter jointly referred to as the "**Parties**".

1.8. Insofar as claims for damages are referred to in the following, this includes claims for reimbursement of expenses within the meaning of section 284 BGB.

2. Advertising order / performance obligation

2.1. "**Advertising order**" is the contract between the Publisher and the Client for the publication of one or more advertisements or other advertising material (hereinafter referred to as **Advertisement**) by advertisers or other sponsors acting as the Client, in a magazine, an ePaper or an eMagazine for the purpose of distribution.

2.2. "**ePaper**" is an edition of a newspaper or magazine distributed exclusively in electronic form, without a carrier medium, whose editorial and advertising content (irrespective of any additional functions that result directly from the technical possibilities of use, e.g. links) is largely identical to the print issue published under the same name, and which is marketed together with the printed edition with regard to the advertisements contained therein.

2.3. "**eMagazine**" is a publication distributed exclusively in electronic form without a carrier medium, the editorial and advertising content of which is generally independent (and also differs from the content of any printed edition of a magazine published under the same name) and which is marketed separately (independently of any printed edition published under the same name) with regard to the advertisements contained therein.

2.4. On the basis of the contract concluded, the Publisher shall, if placement in ePapers or eMagazines has been agreed, conclusively only owe placement of the advertising material in the agreed electronic medium, i.e. the timely electronic dispatch of the advertising material and of the placement order in accordance with the contract to the operator of the electronic medium in which the material has been agreed to be placed. A legal guarantee or a procurement risk equivalent to a guarantee in accordance with section 276 BGB is not assumed by the Publisher under this contract.

Insofar as the advertising material is not located on one of the Publisher's servers but is delivered via a third-party server (so-called redirect procedure) and the Client provides the Publisher with the advertising material by submitting the URL of the advertising material on the Client's or the third-party server, the Publisher shall only owe the attempt to transmit the data via the internet. The risks resulting from this method of provision of the advertising material by the Client, such as error-free delivery and quality of the advertising material, as well as the risk of data breaches, shall be borne by the Client.

3. Advertisement and other advertising material

3.1. An advertisement may consist of one or more of the following elements:

- an image or text,
- sound sequences and moving images,
- a sensitive area which, when clicked, establishes a connection via an online and mobile address provided by the Client to other data stored within the sphere of the Client or a third party.

3.2. Advertisements which are not recognisable as such due to their design will be marked as such by the Publisher.

3.3. In principle, the formats which are shown in the Publisher's currently valid price list for advertisements and other advertising material in magazines and their electronic editions are suitable for the publication of advertisements. Special forms of advertising are possible after consultation and examination by the Publisher. Special forms of advertising are published in the media information.

4. Blanket order

4.1. A "**blanket order**" is a contract for the publication of several advertisements subject to the discounts to be granted to the advertiser in accordance with the relevant price list (see section 3.3.), whereby the respective publications are made upon call-off by the Client. Discounts are not granted to companies whose business purpose is, inter alia, to place advertising orders for different advertisers in order to claim a joint discount. If the right to call off individual advertisements is granted within the framework of a blanket order, the order must be processed within one year of the publication of the first advertisement, provided that the first advertisement is called off and published within one year of the contract being concluded.

4.2. Subject to any individual agreements to the contrary, the contract is, as a matter of principle, concluded by:

- the offer to conclude a contract submitted by the Client in written or text form and
- the acceptance of the order by the Publisher's order confirmation in written or text form.

Agreements made by telephone are not binding.

4.3. Insofar as advertising agencies place orders, the contract, subject to other expressed agreements between the Publisher and the Client, is concluded with the advertising agency itself, i.e. the advertising agency shall be the Publisher's contracting partner. Orders from advertising agencies or brokers will only be accepted by the Publisher for advertisers named and identifiable in such orders.

The Publisher is entitled to demand proof of the mandate from the advertising agency prior to the conclusion of the order, and may also request proof of its status as an agency.

4.4. If one or more call-offs under a blanket order are not completed due to circumstances for which the Publisher is not responsible, the Client shall, without prejudice to any further legal obligations, reimburse the Publisher for the difference between the discount granted and the discount corresponding to the actual purchase.

Unless agreed otherwise, the Client has a retroactive entitlement to a discount corresponding to its actual purchase of advertisements within one year.

4.5. The Publisher does not grant group discounts to affiliated companies.

5. Placement information

5.1. Orders for advertisements with special placement requests must be received by the Publisher in sufficient time so that the Client can be informed before the advertising deadline if the order cannot be executed by the Publisher in this way. Categorised advertisements will be printed under the respective category without this requiring an expressed additional agreement.

5.2 Confirmations of placement – except for bindingly confirmed preferred locations such as cover pages or special formats – are always subject to reservation. Placements can be changed by the Publisher for technical reasons. In such cases, the Publisher cannot be held liable.

6. Cancellation/reimbursement of expenses

Cancellation of the order by the Client free of charge is only possible in written or text form and must be received at the Publisher's registered office at least 10 working days before the advertising deadline. If this limit is exceeded, the Publisher may demand the following reimbursement of expenses in the event of cancellation of the order by the Client:

- in the event of cancellation before the advertising deadline, the reimbursement of expenses amounts to 25% of the agreed net price
- in the event of cancellation after the advertising deadline, the reimbursement of expenses amounts to 100% of the agreed net price

in each case plus value added tax. The Client is free to provide proof that no or significantly lower expenses (i.e. at least 10% lower) were incurred. Advertising deadline means the last date for receipt of order and printing data for the respective issue according to the published topic and time schedule.

7. Advertising millimetres

When calculating the purchase quantities, text millimetre lines are converted into advertisement millimetres based on the price.

8. Right of refusal

8.1. The Publisher is entitled to reject advertisements – including individual call-offs under a blanket order –

- if their content violates laws or official regulations and/or
- if their content has been objected to by the German Advertising Council in a complaints procedure and/or
- if, due to their content, design, origin or technical form, their publication is unreasonable for the Publisher for implementing the content of the contract, technically, or because of the objective risk of damage to the Publisher's reputation, and/or
- if they contain advertising by or for third parties.

The rejection of an advertisement or other advertising material will be communicated to the Client without undue delay.

8.2. The foregoing (pursuant to clause 8.1.) also applies to orders placed with one of the Publisher's representatives.

8.3. Orders for other advertising material (inserts, bound-in inserts, supplements, etc.) in magazines are only binding for the Publisher after presentation of the sample and its approval. "Other advertising material" is listed in the media information.

8.4. Advertisements which contain advertising by or for third parties (**joint advertising**) require the prior expressed declaration of acceptance by the Publisher in each individual case. The Publisher is entitled in such cases to levy a joint-advertising surcharge of 50% (in the case of 2 or more advertisers) on the Publisher's list price valid at the time of the order.

8.5. The Publisher is entitled to temporarily suspend the placement of the advertisement in electronic editions if there is an objective suspicion of illegal content on the website to which the hyperlink in the advertisement refers. This applies in particular in cases of investigations by government authorities or a formal warning issued by an allegedly injured person, unless this is manifestly unfounded from an objective point of view. The Client shall be informed by the Publisher without undue delay of the suspension and shall remove the allegedly illegal content without undue delay, or demonstrate and prove its lawfulness to the Publisher.

The Publisher may, without any legal obligation on the part of the Publisher to do so, alternatively offer to replace the advertisement with another advertisement and/or a hyperlink to another website. The additional costs incurred in this respect may be invoiced to the Client upon proof being provided by the Publisher.

The suspension is to be lifted by the Publisher as soon as the suspicion is invalidated.

8.6. In particular, the Publisher shall be entitled to withdraw an advertisement already published from the electronic edition if the Client subsequently changes the URL of the link or if the content of the website to which the link refers has changed substantially, i.e. with regard to the type of content and/or with regard to legal neutrality, as compared to the time the advertising material was placed. In this case, the Client shall not be entitled to a free replacement, whereby the Publisher shall retain its agreed claim to remuneration.

9. Printing documents for magazines

9.1. The Client is solely responsible for the timely delivery and the faultless condition of suitable printing documents or other advertising material in magazines. Unless otherwise agreed between the Parties, digital printing documents for advertisements are to be uploaded via the Publisher's RM advertisement verification portal. The Client is obligated to provide proper templates for advertisements in due time before the start of the placement of the advertisements; the templates must in particular comply with the Publisher's format or technical specifications published in the media information and notified to the Client in this manner before the conclusion of the contract.

9.2. Costs incurred by the Publisher for the production of artwork as well as for changes to the artwork which the Client has requested or for which the Client is responsible shall be borne by the Client.

The Publisher's obligation to perform is subject to the condition that the Client complies with the Publisher's agreed specifications for the production and transmission of printing documents.

10. Provision of advertisements for electronic editions

10.1. The Client is obligated to deliver complete, faultless and suitable advertisements for electronic editions (e.g. banners, target URL, old text and, if applicable, motif plans) in the final digital form by e-mail to the Publisher's registered office at least five working days before the agreed first publication date. For special forms of advertising, the deadline for receipt at the Publisher's registered office is ten working days. "Special advertising forms" are specified in the media information.

10.2. If the files are stored on a server operated by the Client or a third party, the Client will communicate the URL of the advertisement to be placed, taking into account the aforementioned conditions.

10.3. The date of receipt by the Publisher is decisive for compliance with the deadline.

10.4. Any changes to the notified storage location must be agreed with the Publisher immediately in writing or text form. The foregoing shall apply mutatis mutandis to the addresses specified by the Client to which the advertisement is to refer.

10.5. For advertisements that are objectively unsuitable for the execution of the order or are damaged, the Publisher shall request replacement from the Client. In the event of improper, in particular late delivery within the Client's aforementioned performance period and in the event of subsequent changes, the Publisher shall no longer be obligated to comply with the originally agreed performance period. In such cases, the Publisher shall merely be obligated to place the advertising material immediately after delivery of the proper advertising material.

10.6. If, after expiry of the above deadlines, the Client wishes to exchange or modify advertisements or deviate from any existing motif plan, the Publisher shall examine whether these changes can nevertheless be made with regard to the originally agreed publication date. If this is not the case, the original agreement remains in force, unless the Parties expressly agree otherwise.

11. Publication date

11.1. The Publisher must comply with the agreed publication date for the advertising material. Clause 11.2. remains unaffected.

11.2. The Publisher is entitled to postpone publication dates initially agreed with the Client at its reasonable discretion (section 315 (1) BGB) should current demands (technical difficulties for which the Publisher is not responsible and/or breaches of contractual obligations or promises by the operator of the medium in which the advertising material is published) so require. This shall not give rise to any claims whatsoever on the part of the Client against the Publisher. The Client's entitlement to judicial review and adjustment (section 315 (3) BGB) remains unaffected.

12. Warranty

12.1. Within the framework of the foreseeable requirements, the Publisher warrants the customary reproduction of the advertising material in accordance with the state of the art at the time of the conclusion of the contract, taking into account the services of the agreed placement medium. The warranty does not cover insignificant errors.

12.2. According to the state of the art, it is not possible to ensure a completely error-free reproduction of advertising material at all times.

An error in the presentation of the advertising material shall not be deemed to have occurred if such error is caused:

- through the use of unsuitable display software or hardware (e.g. browser) by the user or the internet service provider, and/or
- if the impairment in the reproduction of the advertising material does not significantly impair its purpose, and/or
- due to disruption of the communication networks (e.g., without limitation, line or power failure) of the Publisher or another operator, and/or
- through computer failure due to system outage or line failure not culpably caused by the Publisher or its vicarious agents, and/or
- through incomplete and/or non-updated temporarily stored offers on so-called proxy servers (intermediate storage) and/or in the local cache not culpably caused by the Publisher or its vicarious agents and/or
- through a failure of the ad server used by the Publisher that does not last longer than 24 hours (continuously or cumulatively) within 30 working days at the Publisher's registered office after the start of the contractually agreed placement.

12.3. In the event of a culpable outage of the ad server of the Publisher or of its vicarious agents over a significant period of time (more than 10% of the booked time) of a time-dependent fixed booking, the Client's payment obligation shall not apply for the period of the outage. Any claims of the Client going beyond this are excluded. This shall not apply in the event of injury to life or limb, in the event of

mandatory legal liability, in particular under the Product Liability Act (ProdHaftG) and if the Publisher has assumed a performance guarantee or a procurement risk equivalent to a guarantee in accordance with section 276 BGB, in the event of wilful or grossly negligent conduct on the part of the Publisher or its vicarious agents and in the event of a breach of material contractual obligations. "Material contractual obligations" are those whose fulfilment characterises the contract and on which the Client is entitled to rely.

12.4. If the Publisher is responsible for an unsatisfactory reproduction quality of the advertising material, the Client shall be entitled to a reduction in payment or placement of substitute advertising material, but only to the extent of the impairment. If the publication of substitute advertising material is unreasonable for the Client, the Client shall be entitled to a reduction in payment or may withdraw from the order with regard to the portion of the publication period not yet completed; otherwise, the right of withdrawal shall be excluded. The Client's right to claim damages and/or reimbursement of expenses shall be governed by clause 13.

12.5. The Publisher has the right to refuse a substitute advertisement if this requires an effort which, taking into account the content of the contractual obligations and the requirements of good faith, is grossly disproportionate to the Client's interest in performance, or if such substitute advertisement would only be possible for the Publisher at disproportionate cost.

12.6. Outside its sphere of control and the sphere of control of its vicarious agents, the Publisher shall not bear the risk of data loss during transmission and shall not assume any warranty and/or liability for data security. Transfer of risk takes place upon receipt of the advertising material on one of the Publisher's servers.

12.7. The Publisher will immediately remedy more than insignificant disturbances and errors of its servers or servers of vicarious agents and will endeavour to remedy insignificant impairments within a reasonable period of time.

12.8. The Publisher is not obligated to review the advertising material or content provided for accuracy, topicality, completeness, reliability, quality and/or freedom from errors or the non-infringement of laws, official requirements or third-party rights and does not assume any warranty or liability in this respect, neither expressly nor implicitly.

13. Liability, exclusion and limitation of liability

13.1. The Publisher's liability vis-à-vis the Client is governed by the statutory provisions, unless otherwise provided for in the following provisions.

13.2. Subject to the following exemptions, the Publisher shall not be liable in the event of a breach of obligations arising from the contractual relationship. In particular, the Publisher shall not be liable for claims of the Client for damages or reimbursement of expenses – irrespective of their cause in law.

13.3. The above exclusion of liability under clause 13.2. shall not apply:

- a) to own wilful or grossly negligent breaches of duty on the part of the Publisher and wilful or grossly negligent breaches of duty by the Publisher's legal representatives or vicarious agents;
- b) to breaches of material contractual obligations; "material contractual obligations" are those whose fulfilment characterises the contract and on which the Client is entitled to rely.
- c) in the event of injury to life or limb, also by the Publisher's legal representatives or vicarious agents;
- d) in the event of default, insofar as a fixed delivery and/or fixed performance date was agreed;
- e) insofar as the Publisher has assumed a guarantee for the quality of a product or the achievement of a specific performance success, or a procurement risk within the meaning of section 276 BGB;
- f) in the event of mandatory liability situations, in particular under the ProdHaftG.

13.4. In the event that the Publisher or its vicarious agents are only guilty of slight negligence and clauses 13.3. lit. c), e) or f) do not apply, the Publisher shall only be liable for the foreseeable damage typical for the contract, also in the event of a breach of material contractual obligations. Section 254 BGB (contributory negligence) shall remain unaffected.

13.5. The Publisher's liability is limited to a maximum liability amount of EUR 5,000.00 for each individual case of loss or damage. (An individual case of loss or damage exists if a damaging event, when viewed objectively, constitutes a uniform set of circumstances.) This shall not apply if the Publisher is guilty of intent or gross negligence, to claims arising from injury to life or limb, nor in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk in accordance with section 276 BGB, nor in cases of deviating mandatory higher liability sums. Any liability on the part of the Publisher going beyond this is excluded.

13.6. The exclusions and/or limitations of liability in accordance with clauses 13.2-13.5 above and clause 13.7 below apply to the same extent in favour of the Publisher's corporate bodies, executive and non-executive employees and other vicarious agents and subcontractors.

13.7. Insofar as the Publisher is not liable without limitation, claims for damages shall become time-barred one year after the beginning of the statutory limitation period pursuant to sections 199 to 201 BGB.

13.8. The above provisions do not result in a reversal of the burden of proof.

14. Notification of defects

The Client must check the contractual compliance of the placement of the advertising material by the Publisher without undue delay after the first placement and must without undue delay, at the latest within 7 working days after the placement, notify the Publisher at the Publisher's registered office of any recognisable defects, in writing or text form. For hidden defects, the obligation to make notification of defects and the deadline for submission of such notification shall commence upon discovery of such defect. If notification is not made in a timely manner and in due form, any claims the Client may have on account of a breach of duty due to unsatisfactory performance shall be excluded. This does not apply in the case of wilful, grossly negligent or fraudulent acts on the part of the Publisher or its vicarious agents, in the case of injury to life or limb or the assumption of a guarantee of freedom from defects, or a procurement risk in accordance with section 276 BGB or other mandatory liability provisions, in particular under the ProdHaftG.

15. Force majeure

15.1. If events of force majeure of more than insignificant duration (i.e. with a duration of more than 2 working days at the Publisher's place of business) occur, the Publisher shall inform the Client without undue delay, in writing or text form. In this case, the Publisher is entitled to suspend performance for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the unperformed part of the contract, provided that the Publisher has complied with its above obligation to provide information and has not assumed a procurement risk within the meaning of section 276 BGB or a performance guarantee. The following events are deemed to be equal to force majeure: strike, lockout, government intervention, shortage of energy and raw materials, logistics or performance bottlenecks or obstacles not caused culpably by the Publisher, operational hindrances not caused culpably by the Publisher – e.g. due to fire, water and machine damage – and all other hindrances which, from an objective point of view, have not been culpably caused by the Publisher or its vicarious agents.

15.2. If a performance date has been bindingly agreed and if the agreed performance date is exceeded due to events according to clause 15.1, the Client shall be entitled to withdraw from the contract with respect to the unperformed part of the contract after a grace period of 10 working days at the Publisher's registered place of business has expired unsuccessfully, by informing the Publisher thereof in writing or text form. Any further claims of the Client, especially claims for damages, are excluded in this case. Even if a fixed performance date has not been contractually agreed, the above provision shall apply accordingly if, for the reasons stated in clause 15.1, it is objectively unreasonable for the Client to continue to be bound to the contract.

16. Payment terms

16.1. The invoice is to be paid within the period of time stated in the Publisher's current price list which is the subject matter of the contract, unless a different payment period or advance payment has been expressly agreed in individual cases. Any discounts for early payment are granted according to the price list mentioned above.

16.2. The remuneration may alternatively be collected by direct debit, subject to prior agreement. The Client undertakes to issue a SEPA mandate if it wishes to participate in the direct debit scheme. Payment will be debited from the designated account no earlier than five working days after the invoice date.

17. Late payment/doubts about creditworthiness

17.1. In the event of default in payment, the Publisher may defer the further execution of the current order until payment has been made, and may demand advance payment for the remaining advertisements. In the event of objectively justified doubt as to the Client's solvency, the Publisher shall be entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent on advance payment of the relevant amount at the date of the advertising deadline and on the settlement of outstanding invoice amounts, irrespective of any originally agreed payment deadlines.

17.2. The Publisher is entitled to charge interest on arrears in accordance with the statutory provisions, pursuant to section 288 (2) BGB.

17.3. In the case of advertising orders placed by an advertising agency, in order to secure the Publisher's payment claim against the agency under the concluded contract, the agency shall, upon conclusion of the contract, assign by way of security its corresponding payment claims against the agency's customer in respect of the contractual advertising placement to the Publisher, who hereby accepts this assignment. The Publisher may disclose this assignment by way of security to the agency's customer if the agency placing the order is thirty days in arrears with payment of the Publisher's invoice.

18. Sample copy of advertisements in magazines

For advertisements in magazines, the Publisher shall supply a copy of the advertisement on request. Depending on the type and scope of the advertisement order, advertisement cuttings, sample pages or complete sample issues will be supplied. If a specimen copy can no longer be obtained, it will be replaced by a legally binding certificate from the Publisher confirming the publication and distribution of the advertisement.

19. Termination for cause

The Publisher is entitled to give termination for cause in particular if

- the Client has failed to fulfil its payment obligation despite two reminders sent after the due date for payment and setting a deadline for settlement at the Publisher's registered office of at least 5 days each,
- the Client repeatedly breaches obligations arising from the contract despite a formal warning (Abmahnung),
- the Client culpably commits a misconduct directed against third parties by using the Publisher's offer for illegal purposes or for purposes that are a nuisance to third parties.

In the event of a termination for cause, the Publisher may discontinue publication of the advertising material with immediate effect. In the event of a termination for cause on the part of the Publisher, the Client shall, without prejudice to any further legal obligations, reimburse the Publisher for the difference between the discount granted and the discount calculated after the termination in relation to the actual publication of the advertising material. Otherwise, the statutory provisions shall apply.

20. Reduction in circulation

20.1. A reduction in circulation will only be deemed to be a defect entitling the Client to a price reduction if and insofar as it amounts to at least 20 per cent for a guaranteed circulation of up to 50,000 copies. The foregoing shall not apply if the Publisher has assumed a legal guarantee for the circulation size.

Subject to the first sentence of this clause, a claim to a price reduction can be derived from a reduction in circulation in the case of a blanket order for several advertisements if the total average circulation of the publication medium for the advertising material in the year of placement beginning with the first advertisement falls below the circulation agreed between the Publisher and the Client.

The agreed circulation is the average circulation of the publication medium stated in the current price list which is the subject matter of the order, or otherwise stated in the contract, or, if a circulation is not specified, the average actually distributed circulation of the publication medium in the previous calendar year.

20.2. Furthermore, claims for price reductions are excluded if the Publisher has informed the Client of the reduction in circulation of the relevant publication medium in sufficient time for the Client to be able to withdraw from the contract before the advertisement is published.

21. Box number advertisements

21.1. In the case of box number advertisements, the Publisher shall apply the diligence of a prudent businessman within the meaning of section 43 of the Limited Liability Companies Act (GmbHG) with regard to the safekeeping and timely forwarding of the offers. Registered letters and express letters in response to box number advertisements will only be forwarded by regular mail. Replies to box number advertisements will be kept for four weeks. Letters which are not collected within this period will be destroyed.

21.2. The Publisher may be granted the right by individual contract to open the incoming offers as a representative for, instead of and in the declared interest of the Client and to forward them to the Client. Letters that exceed the permissible format DIN A 4 (weight 500 g), as well as goods, books, catalogues and parcels are excluded from forwarding and will not be accepted. However, acceptance and forwarding can be agreed upon as an exception provided that the Client bears the fees/costs incurred in this context.

22. Advertising brokers and advertising agencies

The agency fee is 15% of the net price of the order (base price after all deductions and excluding VAT).

Regarding proof of the mandate and of the status as an agency, see clause 4.2 (2).

23. Price changes

23.1. The Publisher may increase prices unilaterally in the event of an increase in the costs of procuring services, in wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, costs for the placement of advertising material in third-party media and/or currency regulations and/or public charges if these directly or indirectly influence the costs of the contractually agreed services and if more than 3 months have expired between the conclusion of the contract and the performance of the service. An increase in the aforementioned sense is excluded insofar as the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for factors other than those mentioned with regard to the total cost burden for the contractual service (**netting**). If the above-mentioned cost factors are reduced without the cost reduction being offset by an increase in other of the above-mentioned cost factors, the cost reduction is to be passed on to the Client in the form of a price reduction.

23.2. If the new price based on the price adjustment entitlement is 20% or more above the original price, the Client has the right to withdraw from contracts not yet completely performed, with regard to the unperformed part. However, the Client can only assert this right without undue delay after notification of the increased price.

24. Granting of rights, warranty and indemnification

24.1. The Client shall transfer to the Publisher all copyright usage rights, ancillary copyright and other rights required for the use of the advertising in print and digital media of all kinds, in particular the right to reproduce, distribute, transmit, broadcast, make publicly available, extract from a database and retrieve, transferable to third parties within the scope of the performance of the contract and to the extent necessary for the execution of the order, in terms of time and content. The aforementioned rights are transferred in all cases without any restrictions as to territory. The aforementioned rights include the right to place advertisements using all known technical methods and all known forms of print and online media.

24.2. The Client warrants that it owns all rights necessary for the publication of the advertisement. The Client bears sole responsibility for the content and legal admissibility of the text and image documents provided for publication as well as any other advertising material supplied.

24.3. Legal responsibility, in particular responsibility under competition law for the content of all advertisements provided, shall be borne exclusively by the Client. The Client is obligated to diligently verify and ensure that the content does not violate legal regulations, and warrants that the content of the respective advertisements does not infringe third-party rights. The Client warrants not to disseminate or refer to any illegal or immoral content within the scope of the contractual relationship. Clause 23.2 shall apply accordingly.

24.4. Within the scope of the advertising order, the Client indemnifies the Publisher from and against all claims by third parties which may arise due to the culpable breach of legal provisions and/or culpable breach of the Client's obligations under the contract concluded with the Publisher. In this context, the Client shall also indemnify the Publisher from the costs of the necessary legal defence. The Client is obligated to support the Publisher in the legal defence against third parties by providing information and documents available to the Client.

25. Data protection

25.1. The Publisher processes personal data in accordance with the EU General Data Protection Regulation (EU-GDPR) for the purpose of contract processing and performance, as well as for direct marketing purposes. If the Client has provided an e-mail address as part of its order and has not given the Publisher any further consent, the Publisher shall inform the Client of the Publisher's media offers by e-mail, in accordance with section 7 (3) of the Act Against Unfair Competition (UWG). The Client has the right to object to the use and transmission of its data for advertising, by submitting a corresponding notification by regular mail to Verlagsgesellschaft Rudolf Müller GmbH & Co. KG, Disposition, Stolberger Straße 84, D-50933 Köln or by e-mail to anzeigendisposition@rudolf-mueller.de at any time and with effect for the future. For this, the Client will only incur the transmission costs according to the base tariffs.

25.2. General, non-personal, in particular statistical data on the use of the Publisher's online and mobile services are collected in order to determine the extent to which the offer is of interest to the Client and could be improved. For this purpose, surveys are carried out and data and information from server log files are summarized on an integrated basis and used for statistics and analyses.

25.3. As a participant in market research projects, the Publisher may transmit for publication information on the Client's gross advertising volume at product level to the company carrying out the research, provided that this company guarantees the exclusive use of the data for purposes of advertising statistics.

25.4. Further information on data protection is provided in the Privacy Policy, www.rudolf-mueller.de/Datenschutzhinweis/MediaSales.

26. Modifications and amendments

All agreements, subsidiary agreements, representations and contract amendments must be effected in writing or text form. This shall also apply to declarations waiving the written form requirement. The priority of the terms agreed individually in written, text or oral form (section 305b BGB) remains unaffected.

27. Severability clause

27.1. Should a provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons of the law governing standard terms and conditions according to sections 305 to 310 BGB, the statutory provisions shall apply.

27.2. Should a present or future provision of the contract be or become invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law governing standard terms and conditions according to sections 305 to 310 BGB, the validity of the remaining provisions of this contract shall not be affected. The same shall apply if a gap requiring supplementation is identified after the conclusion of the contract.

27.3. Contrary to a potential principle according to which a severability clause is generally merely intended to reverse the burden of proof, the validity of the remaining contractual provisions is to be maintained under all circumstances, and thus section 139 BGB is hereby waived in its entirety.

27.4. In cases other than those covered by the law governing standard terms and conditions according to sections 305 to 310 BGB, the Parties shall replace the invalid/void/unenforceable provision or gap requiring supplementation with a valid provision, the legal and economic content of which corresponds to that of the invalid/void/unenforceable provision and to the overall purpose of the contract. Section 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, a replacement provision shall be agreed with the legally permissible measure that comes as close as possible to the original measure.

28. Priority of application

In case of conflict, the provisions in these Terms shall take precedence over the provisions in the relevant price lists and discount scales.

29. Place of jurisdiction and applicable law

29.1. The place of performance shall be the Publisher's registered place of business.

29.2. In transactions with businesses, legal entities under public law or special funds under public law, the exclusive place of jurisdiction for legal actions is the Publisher's registered office. Insofar as the Publisher's claims are not asserted through a dunning procedure, the place of jurisdiction for persons other than businesses shall be determined by their place of residence.

29.3. All legal relationships arising from this contract are subject to the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).