

General terms and conditions of business

for advertisements and other advertising materials in newspapers and magazines

The following general terms and conditions of business (hereafter referred to as the “GTCs”) govern the relationship between the PUBLISHER and the CUSTOMER in the placement and handling of ADVERTISEMENT ORDERS. Unless expressly agreed otherwise, such ORDERS are subject exclusively to these GTCs. General contract of business conditions of the CUSTOMER are hereby excluded; this also applies if the conditions of the CUSTOMER are not expressly discounted, or the PUBLISHER provides his services without contradiction.

These GTCs are a translation of the respective German *Allgemeine Geschäftsbedingungen*. In the event of discrepancies, inaccuracies or omissions in the English version, the German original retains sole validity. The same shall apply for the English-language advertising rate cards which are translations of the respective German *Preislisten*.

1. Definitions: “AGENCY” means agencies involved in the placement of advertising, either under their own or another name. This does not include purely consultant or planning agencies.

“AGENCY CLIENT” refers to an ADVERTISER, whose ADVERTISEMENTS are booked by an AGENCY contracted by the ADVERTISER, in their own name and on their own account as the CUSTOMER of the PUBLISHER. In this case, the AGENCY CLIENT does not become the CUSTOMER of the PUBLISHER, but there exists instead a two-stage contractual relationship: PUBLISHER – AGENCY / AGENCY – ADVERTISER, and the pricing of the services to the ADVERTISER is the responsibility of the AGENCY.

“ADVERTISEMENTS” includes advertisements and other advertising material.

“ADVERTISEMENT ORDER” or “CONCLUSION” refers to the contract between the PUBLISHER and the CUSTOMER on the publication of one or more ADVERTISEMENTS of the ADVERTISER in a newspaper or magazine marketed by the PUBLISHER for the purposes of distribution. A contract on the publication of several ADVERTISEMENTS for which the relevant publications take place when called off by the CUSTOMER also constitutes CONCLUSION of such a contract.

The ADVERTISEMENT ORDER comes into existence by the booking of the ADVERTISEMENT by the CUSTOMER (offer) and confirmation of the booking by the PUBLISHER in text form (acceptance). The printing of the ADVERTISEMENT also constitutes acceptance; in this case, this requires no acceptance declaration on the part of the PUBLISHER, § 151 BGB (*Bürgerliches Gesetzbuch – German Civil Code*). Order booking and confirmation can also be done through the OBS Online Booking System (information on the OBS under www.obs-portal.de).

Every ADVERTISEMENT ORDER refers to an ADVERTISER specified by name or by company by the CUSTOMER; the replacement of the ADVERTISER by the CUSTOMER after booking of the ADVERTISEMENT requires the agreement of the PUBLISHER in text form; this applies particularly to the AGENCY CLIENT model. If a DIRECT CLIENT is represented by an AGENCY, express attention in text form must be drawn to the fact, by the time of booking of the ADVERTISEMENT at the latest, that the booking is made on behalf of and for the account of the DIRECT CLIENT. If such reference is omitted, the contract is deemed to be concluded with effect for and towards the AGENCY, § 164 Abs. 2 BGB. The PUBLISHER is entitled to require confirmation of such a mandate from the AGENCY.

The “CUSTOMER” is the contract partner of the PUBLISHER. This may be either the AGENCY of an AGENCY CLIENT or the Direct Direct CLIENT.

A "DIRECT CLIENT" is an ADVERTISER who is himself the contract partner of the PUBLISHER (CUSTOMER). This also applies if such a DIRECT CLIENT has engaged an AGENCY as his representative, which places the ADVERTISEMENT ORDER on his behalf, § 164 BGB.

The "PUBLISHER" is Motor Presse Stuttgart GmbH & Co. KG, Leuschnerstraße 1, 70174 Stuttgart, for all newspapers and magazines marketed by the company, even if these are published by THIRD PARTIES.

The "ADVERTISER" is the legal or natural person whose person, products or services are promoted by the ADVERTISEMENT. The ADVERTISER may be either an AGENCY CLIENT or a DIRECT CLIENT.

2. If in the CONCLUSION of a contract, the right is granted to call off individual ADVERTISEMENTS, the ORDER must be handled within one year from publication of the first ADVERTISEMENT.

3. If individual or several call-offs of a contract are not fulfilled due to circumstances beyond the control of the PUBLISHER, the CUSTOMER, irrespective of any further legal obligations, must reimburse the PUBLISHER for the difference between the discount granted and the discount corresponding to the actual offtake. Unless agreed otherwise, the CUSTOMER has a retroactive claim to the discount corresponding to his actual offtake of ADVERTISEMENTS within one year.

4. ORDERS for ADVERTISEMENTS which are to be published only in certain issue numbers, certain editions or certain places in the copy must be received by the PUBLISHER in sufficient time, so that the CUSTOMER can be notified before the copy deadline if the ORDER cannot be fulfilled in this way. Headed ADVERTISEMENTS will be printed under the relevant heading, without this requiring express agreement.

5. ADVERTISEMENTS which due to their design are not recognisable as ADVERTISEMENTS will be clearly identified as such by the PUBLISHER by the word "Anzeige" (*advertisement*).

6. ADVERTISEMENT ORDERS may be cancelled by the PUBLISHER until submission of the copy by the CUSTOMER and its approval by the PUBLISHER. The PUBLISHER also reserves the right to reject ADVERTISEMENTS – including individual call-offs as part of a larger contract – if

- their content contravenes laws or official requirements
- objection is raised to their content by the "Deutscher Werberat" (*German Advertising Council*) in a complaint procedure or
- their publication is not acceptable for the PUBLISHER due to the content, design, origin or - technical form or
- they contain advertising of other persons than the ADVERTISER ("THIRD PARTIES") or for THIRD PARTIES.

ADVERTISEMENTS which contain advertising of THIRD PARTIES or for THIRD PARTIES ("COOPERATIVE ADVERTISING") require a prior acceptance declaration by the PUBLISHER in text form in every individual case. COOPERATIVE ADVERTISING entitles the PUBLISHER to apply a cooperative surcharge. The cancellation of the contract in accordance with sentence 1 or the rejection of an ADVERTISEMENT in accordance with sentence 2 will be notified to the CUSTOMER in due time.

7. The CUSTOMER is solely responsible for the punctual delivery and required quality of suitable artwork or other advertising materials. In case of delivery of digital printing files, the CUSTOMER must provide suitable files in good time before insertion of the ADVERTISEMENT, which must in particular conform to the format or the technical specifications of the PUBLISHER.

Costs incurred by the PUBLISHER for changes to artwork required or caused by the CUSTOMER must be borne by the CUSTOMER. It is agreed that ADVERTISEMENTS or other advertising materials will conform to the normal quality and characteristics of the relevant title, in accordance with the information in the price list and in the ORDER confirmation, within the bounds of the capabilities allowed by the print materials. This applies only provided that the CUSTOMER observes the specifications of the PUBLISHER for the production and provision of print materials.

8. Artwork will only be returned to the CUSTOMER on special request. The obligation for retention of artwork ends three months after first publication of the ADVERTISEMENT.

9. If the publication of the ADVERTISEMENT does not conform to the contractually due quality, the CUSTOMER is entitled to reduction of the agreed payment or a suitable replacement ADVERTISEMENT, although only to the extent to which the purpose of the ADVERTISEMENT was impaired. The PUBLISHER is entitled to reject a replacement ADVERTISEMENT if
-this entails a cost which, taking into account the content of the obligation and the precepts of good faith, is in great disproportion to the performance interests of the CUSTOMER, or
-this would only be possible at unreasonable cost to the PUBLISHER.

If the PUBLISHER fails to publish the replacement ADVERTISEMENT or other advertising materials within an appropriate time set for this purpose, or if the replacement ADVERTISEMENT is also not to the required standard, the CUSTOMER is entitled to reduction of the agreed payment or cancellation of the ADVERTISEMENT ORDER. Cancellation of the ADVERTISEMENT ORDER is excluded in the event of only minor faults in the ADVERTISEMENT.

Complaints in the event of non-apparent faults must be made within one year from the start of the legal limitation period.

The PUBLISHER is liable for all damages, resulting either from infringement of contractual obligations or impermissible actions only in accordance with the following conditions: in case of gross negligence, liability is restricted in commercial transactions to reimbursement of the typical foreseeable damages; this restriction does not apply if such damages were caused by senior employees of the PUBLISHER. In case of simple negligence, the PUBLISHER is only liable if a cardinal contractual obligation is infringed, a guarantee has been assumed or in case of malicious deception. In such cases, liability is restricted to the typical foreseeable damages. In case of liability only for typical foreseeable damages, no liability exists for indirect damages, consequential damages or loss of profit. In case of claims under product liability regulations or injury to life, limb or health, the PUBLISHER is liable in accordance with legal regulations.

All claims against the PUBLISHER on the grounds of infringement of contractual obligations lapse in one year from the start of the legal limitation period, unless based on deliberate actions.

10. Minor variations in colour and shading are caused by the printing process. Proofs will only be provided on special request. The CUSTOMER bears the responsibility for the correctness of the proofs supplied. The PUBLISHER will take into account all fault corrections notified to him until the copy deadline or within the period specified on supply of the proof.

11. The invoice is due for payment within the period specified in the price list, provided that no other payment period or advance payment has been agreed in text form in individual cases. Any discounts for premature payment will be granted in accordance with the price list.

The PUBLISHER reserves the right, in justified cases, such as a new business relationship, to require advance payment by the copy deadline. On the coming into effect of the ADVERTISEMENT ORDER, the AGENCY placing the ORDER assigns its claim to payment in this respect

against the AGENCY CLIENT by way of security in favour of the PUBLISHER, who hereby accepts this assignment. The PUBLISHER is entitled to disclose this assignment for security to the AGENCY CLIENT, if the AGENCY placing the ORDER is at least 30 days in arrears with payment of the PUBLISHER's invoice.

Payment by direct debiting procedure will be operated with SEPA Direct Debit. Therefore the CUSTOMER (debtor) has to grant a signed mandate to the publishing company which authorises the publishing company (creditor) to collect a payment and to instruct debtor's bank to pay those collections. The mandate will be part of the order confirmation. CUSTOMER shall be pre-informed about the date of debiting with invoicing (taking account to the mail delivery time) at least 5 days before the debiting from CUSTOMER's account.

12. In the event of late payment or deferment, normal bank interest and costs of collection will be charged. In the event of late payment, the PUBLISHER may postpone the further performance of the current ORDER until payment is received, and require advance payment for the remaining ADVERTISEMENTS. In the event of justified doubt about the solvency of the CUSTOMER, the PUBLISHER is entitled, including during the term of an ADVERTISEMENT ORDER, and without regard to any originally agreed payment date, to make the publication of other ADVERTISEMENTS subject to the advance payment of the amount in question by the copy deadline and the payment of all outstanding invoice amounts. The CUSTOMER is only entitled to offset his claims against those of the PUBLISHER provided that such claims are either undisputed or established in law.

13. The PUBLISHER will provide confirmation of the ADVERTISEMENT on request. Depending on the type and extent of the ADVERTISEMENT ORDER, ADVERTISEMENT clippings, copy pages or complete copy numbers will be provided. If such confirmation cannot be provided, the PUBLISHER will instead provide a legally binding certification on the publication and distribution of the ADVERTISEMENT.

14. Subject to the stipulation of Section 15, and in accordance with sentence 2, a claim to a price reduction may be derived from a reduction in the print run in the case of an ORDER covering several ADVERTISEMENTS, if the guaranteed print run is not achieved in the overall average of the insertion year beginning with the first ADVERTISEMENT. A reduction in the print run only constitutes a fault substantiating a price reduction if and insofar as it amounts to

- at least 20% with a guaranteed print run of up to 50,000 copies,
- at least 15% with a guaranteed print run of up to 100,000 copies,
- at least 10% with a guaranteed print run of up to 500,000 copies,
- at least 5% with a guaranteed print run of over 500,000 copies.

A print run reduction for reasons specified under Section 20 will be disregarded.

The guaranteed print run is that specified in the price list or elsewhere, or, if no print run is specified, the average number of copies sold over the preceding calendar year.

Any further claims to price reductions are excluded if the PUBLISHER notifies the CUSTOMER in sufficient time of the reduction of the print run, so that the CUSTOMER would be able to withdraw from the contract before publication of the ADVERTISEMENT.

15. (Special regulation for print run reductions for titles which publish issue-related circulation figures) In variance to Section 14, a print run reduction in the case of titles which publish issue-related circulation figures only entitle the CUSTOMER to a price reduction if and insofar as such reductions exceed

- 10% for a print run (guaranteed print run) of up to 500,000 copies, and

- 5% for a print run (guaranteed print run) of over 500,000 copies.

A print run reduction for reasons specified under Section 20 will be disregarded. The print run forming the basis of the guarantee is the total print run sold in the sense of the definition of the IVW (*Informationsgemeinschaft zur Feststellung der Verbreitung von Werbeträgern e.V. – German Information Association for the Establishment of the Distribution of Advertising Media*). This is calculated for the insertion year from the average print run of the four quarters preceding the insertion year, if an absolute print run is not specified in the relevant price list by the PUBLISHER as a guaranteed figure. A requirement for a claim to price reduction is a discountable ORDER on the basis of the quantity scale, and for at least three issues.

The basis for the calculation of the price reduction is the ORDER per ADVERTISER, unless charging by brands, which must be defined on placement of the ORDER, was agreed on placement of the ORDER. The possible reduction in the print run is calculated as the balance of the copies in excess or under the print run of the issues in question within the insertion year. A claim for a refund must be made within six months of the close of the insertion year. Refunds shall be on a net customer basis taking the agency fee into account as a credit for in-kind services or, if this is no longer possible, as monetary consideration. The right for a refund should only apply if the amount exceeds EUR 2,500.

16. In the relationship between the PUBLISHER and CUSTOMER, the current price list published by the PUBLISHER applies.

17. The PUBLISHER is entitled to change the GTCs and the prices with effect for the future at any time. GTC and price changes for ADVERTISEMENT ORDERS already placed are valid if they are announced by the PUBLISHER at least one month before publication of the ADVERTISEMENT; in this case, the CUSTOMER is entitled to withdraw from the contract. The right of withdrawal must be exercised in writing within 14 days following receipt of notification of the price increase. In case of special discounts (e.g. barter deals etc.), additional costs incurred (e.g. postal charges) will be itemised separately, and are not subject to discount or commission.

18. With the exception of the following regulations, discounts will not be granted for ADVERTISERS who also place ADVERTISEMENT ORDERS for other ADVERTISERS in order to claim a joint discount. The PUBLISHER reserves the right to grant an AGENCY placing ORDERS discounts which are independent of the individual ADVERTISEMENT ORDER or ADVERTISER.

Unless expressly stated otherwise, the discount scales shown in the price lists apply to ADVERTISEMENTS placed by an ADVERTISER per insertion year.

If a common discount is claimed for ADVERTISERS consisting of companies affiliated with one group ("GROUP DISCOUNT"), written confirmation of membership of the group must be provided by the ADVERTISER. Companies affiliated with a group in the sense of this stipulation are companies with a capital shareholding of at least 50%. The group membership must be confirmed in the case of capital companies by confirmation from an auditor or presentation of the last business report, and in the case of partnership companies by presentation of an extract from the Companies Register. Such confirmation must be provided at the latest by the end of the insertion year. Later confirmation cannot be acknowledged retroactively. GROUP DISCOUNTS require in all cases express confirmation in text form by the PUBLISHER. GROUP DISCOUNTS are granted only for the duration of membership of the group. Discontinuation of group membership must be notified to the PUBLISHER immediately; on discontinuation of group membership the GROUP DISCOUNT also comes to an end.

19. The CUSTOMER gives his assurance that he holds all rights required to place the ADVERTISEMENT. The CUSTOMER bears sole responsibility for the content and the legal permissibility of the text and picture documentation and other advertising material provided for the inser-

tion. The CUSTOMER indemnifies the PUBLISHER as part of the ADVERTISEMENT ORDER against all claims by THIRD PARTIES, which might be made on the grounds of infringement of legal regulations or the rights of THIRD PARTIES. The PUBLISHER is also indemnified against costs of necessary legal defence. The CUSTOMER is obliged to assist the PUBLISHER in good faith with information and documentation in any legal defence against THIRD PARTIES.

The CUSTOMER transfers to the PUBLISHER all copyright, usage, service protection and other rights necessary for the use of the advertising in print and online media of all types, including the Internet, and in particular the right of duplication, distribution, transmission, making publicly available, use from a database and call-off, which rights may be transferred to THIRD PARTIES for purposes of contract fulfilment, and to the extent necessary in terms of time and content for the execution of the ORDER. The above rights are in all cases transferred without geographical restriction.

20. In the event of business disruption or in cases of force majeure, illegal labour disputes, illegal seizure, transport disruption, general shortage of raw materials or energy and the like – both to the operations of the PUBLISHER and THIRD PARTIES whose services are engaged by the PUBLISHER for the fulfilment of his obligations – the PUBLISHER is entitled to full payment for published ADVERTISEMENTS, if the published title has been supplied by the PUBLISHER to the level of 80 % of the average print run sold over the last four quarters or assured in some other way. In the event of lower deliveries, the invoice amount will be reduced in the same proportion as that of the guaranteed print run to the actual print run delivered.

The PUBLISHER reserves the right to postpone publication dates for cogent reasons. This does not substantiate any claims by the CUSTOMER against the PUBLISHER.

21. ADVERTISEMENT motifs designed by the PUBLISHER for the CUSTOMER (promotions) may only be used for ADVERTISEMENTS in the issues booked with the PUBLISHER for this purpose. No further rights are granted.

22. The CUSTOMER gives the PUBLISHER his permission to make his ADVERTISEMENTS publicly available online on the websites of the PUBLISHER and his titles and if applicable as part of the e-paper issue, and to duplicate and distribute his ADVERTISEMENTS offline (e.g. on CD-ROM, DVD, paper presentations).

23. The CUSTOMER requires the prior written consent of the PUBLISHER for the complete or partial transfer of his rights and obligations arising from the ADVERTISEMENT ORDER. The PUBLISHER is entitled to make use of THIRD PARTIES for the fulfilment of his obligations arising from the ADVERTISEMENT ORDER.

24. Unless expressly agreed otherwise, the parties to the contract will maintain strict confidentiality with regard to the content of the ADVERTISEMENT ORDER, and in particular the prices and conditions. This does not apply if disclosure is ordered by the relevant courts or authorities, or if this is necessary for the legal assertion of own rights against the other party to the contract. The PUBLISHER is further entitled to disclose the content of the ADVERTISEMENT ORDER to the THIRD PARTIES engaged in accordance with Section 24 Sentence 2 and affiliated companies in accordance with §§ 15 et seq. Aktiengesetz (*German Companies Act*).

25. Amendments or additions to these GTCs require the written form in order to be valid. This also applies to cancellation of the requirement for the written form.

26. If any individual stipulation of these GTCs is or becomes invalid, this shall not affect the validity of the remaining stipulations. The invalid stipulation will be replaced by a valid stipulation which most closely approximates the intended commercial purpose of the invalid stipulation.

27. Place of fulfilment is the head office of the PUBLISHER.

In business transactions with commercial entities, legal persons under public law or in the case of fund assets under public law, the place of jurisdiction for lawsuits is the head office of the PUBLISHER. If claims of the PUBLISHER are not made using the legal reminder/warning procedure, the place of jurisdiction in case of non-commercial entities is determined by their place of residence. If the place of residence or usual whereabouts of the CUSTOMER, including non-commercial entities, is not known at the time of bringing legal action, or if the CUSTOMER moves his place of residence or usual whereabouts out of the jurisdiction of the law following conclusion of the contract, the place of jurisdiction is agreed as the head office of the PUBLISHER.

German material law applies to the exclusion of the regulations of International Private Law.

Valid from 15.02.2014

Motor Presse Stuttgart GmbH & Co. KG