

Media Data 2012

BERLINKOMPAKT NO. 5, BERLINER ZEITUNG NO. 24 AND BERLINER KURIER NO. 27 VALID FROM 1ST JANUARY 2012.



BerlinKompakt



Berliner Zeitung
Pflichtblatt der Berliner Wertpapierbörse



Berlin's advertisement combination with the highest readership rate

BerlinKompakt



BerlinKompakt

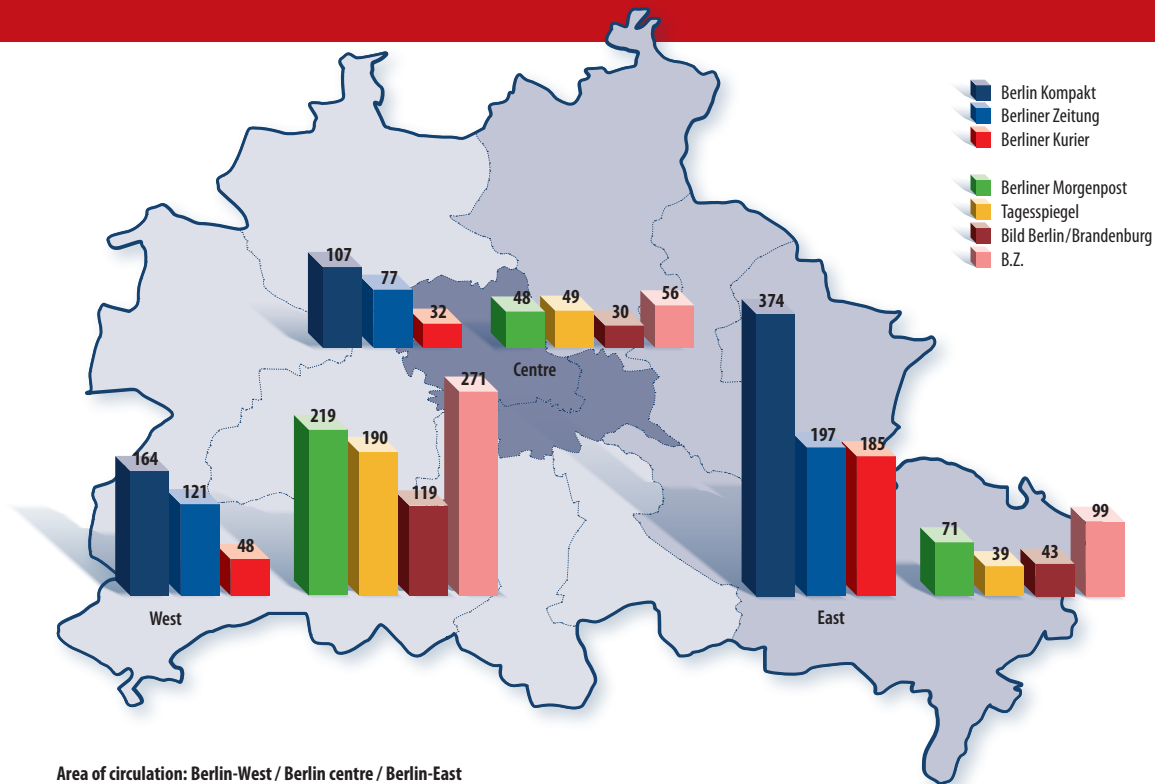
BerlinKompakt is the advertisement combination with the best coverage in Berlin. With one booking in Berliner Zeitung and Berliner Kurier your ad gets through to 645,000 readers of which 532,000 readers do not read any other Berlin newspaper.

Berliner Zeitung

Berliner Zeitung is the biggest subscription newspaper in Berlin. With a coverage of 427,000 readers in Berlin and Brandenburg Berliner Zeitung should be a part of your media plan.

BERLINER KURIER

With a coverage of 329,000 readers in Berlin and Brandenburg Berliner Kurier should be an essential part of your media plan. Berliner Kurier is the biggest tabloid within the eastern districts with 185,000 readers.



Area of circulation: Berlin-West / Berlin centre / Berlin-East
 Extrapolation in people (Readership per edition in thousand)

Berlin's advertisement combination with the highest readership rate

BerlinKompakt



BERLINER VERLAG GMBH

Postal address:
Postfach 02 12 84
10124 Berlin

Visitors' address:
Karl-Liebknecht-Straße 29, 10178 Berlin
Phone: +49 30 2327-9

ADVERTISEMENT DEPARTMENT

Phone +49 30 2327-7015
Telefax +49 30 2327-5826
Email anzeigen@berliner-verlag.de

BANKERS

Bank Deutsche Bank Berlin
Bank Code No. 100 700 00
Account No. 0 62 6200

Swift-Code DEUTDEBB
IBAN DE24 1007 0000 0062 6200 00

PAYMENT TERMS

The publisher reserves the right to publish ads or loose inserts following pre-payment.

Berliner Zeitung

Frequency of publication Monday-Friday, Saturday

General closing date

Monday edition Friday, 2 p.m.
Tuesday-Saturday Previous day, 10 a.m.

Travel section and recruitment section

Saturday Thursday, 12 a.m.



Frequency of publication Monday-Friday, Saturday+Sunday

General closing dates

Montag edition Friday, 4 p.m.
Tuesday-Saturday+Sunday Previous day, 10 a.m.

Travel section

Saturday+Sunday Thursday, 12 a.m.

BerlinKompakt Berliner Zeitung and Berliner Kurier

Real Estate, Saturday

Editorial ad Wednesday, 10 a.m.
Section ad Thursday, 3 p.m.

	BerlinKompakt		Berliner Zeitung		Berliner Zeitung PLUS ¹		BERLINER KURIER	
Format ads per mm	Mon-Fri	Sat+Sun ²	Mon-Fri	Sat	Mon-Fri	Sat	Mon-Fri	Sat+Sun
colour	15,20 €	17,25 €	8,75 €	9,45 €	10,40 €	11,10 €	6,45 €	7,80 €
b/w	10,70 €	12,20 €	6,20 €	6,70 €	7,40 €	7,90 €	4,50 €	5,50 €
Text section ads per mm								
colour	66,90 €	75,90 €	35,00 €	39,60 €	41,60 €	46,50 €	31,90 €	36,30 €
b/w	37,40 €	42,50 €	22,70 €	25,70 €	27,00 €	30,20 €	14,70 €	16,80 €

BerlinKompakt Minimum size 10 mm

Volume discounts		Frequency discounts	
1,000 mm	3 %	6 x	5 %
3,000 mm	5 %	12 x	10 %
5,000 mm	10 %	24 x	15 %
10,000 mm	15 %	52 x	20 %
20,000 mm	20 %		

Berliner Zeitung

Advertisement conversion factor: From advertisement section to editorial section : 1.17 **Placement charge:** The extra charge for page 3 and 5 is 15 %. The maximum height for page 3 is 130 mm, for page 5 327 mm.

Berliner Kurier

Saturday and Sunday: Ads are only available in combination. **Placement charge:** The extra charge for page 3 is 10 %. The maximum height is 120 mm.

Berliner Zeitung Minimum size 10 mm

Volume discounts		Frequency discounts	
1,000 mm	3 %	6 x	5 %
3,000 mm	5 %	12 x	10 %
5,000 mm	10 %	24 x	15 %
10,000 mm	15 %	52 x	20 %
20,000 mm	20 %		

BERLINER KURIER

Minimum size 10 mm

Volume discounts		Frequency discounts	
1,500 mm	5 %	6 x	5 %
2,500 mm	10 %	12 x	10 %
5,000 mm	15 %	24 x	15 %
10,000 mm	20 %	52 x	20 %

1) Berliner Zeitung and Oranienburger Generalanzeiger, 2) Sunday only Berliner Kurier

Type area Berliner Zeitung

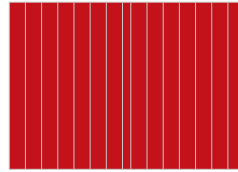
Rhenish size
H 485 mm x W 327 mm
3,395 total-mm



Columns	Advertisement section	Editorial section
1 column	45 mm	51 mm
2 columns	92 mm	106 mm
3 columns	139 mm	162 mm
4 columns	186 mm	216 mm
5 columns	233 mm	272 mm
6 columns	280 mm	327 mm
7 columns	327 mm	
15 columns	677 mm	(Panorama)

Panorama ads

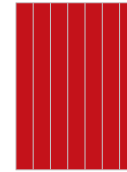
15-columns
H 485 mm x W 677 mm
3,275 total-mm



	Mon-Fri	Sat
colour	63,656.25 €	68,748.75 €
b/w	45,105.00 €	48,742.50 €

1/1 page vertical

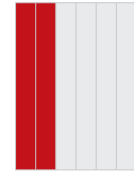
7-columns
H 485 mm x W 327 mm
3,395 total-mm



	Mon-Fri	Sat
colour	29,706.25 €	32,082.75 €
b/w	21,049.00 €	22,746.50 €

1/3 page vertical

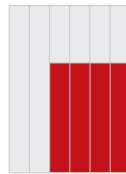
2 Text columns
H 485 mm x W 106 mm
1,135 total-mm¹



	Mon-Fri	Sat
colour	9,931.25 €	10,725.75 €
b/w	7,037.00 €	7,604.50 €

Junior Page

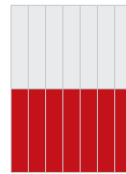
4 Text columns
H 250 mm x W 216 mm
1,170 total-mm¹



	Mon-Fri	Sat
colour	10,237.50 €	11,056.50 €
b/w	7,254.00 €	7,839.00 €

1/2 page horizontal

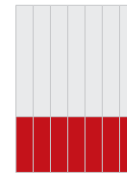
7-columns
H 243 mm x W 327 mm
1,701 total-mm



	Mon-Fri	Sat
colour	14,883.75 €	16,074.45 €
b/w	10,546.20 €	11,396.70 €

1/3 page horizontal

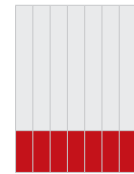
7-columns
H 162 mm x W 327 mm
1,134 total-mm



	Mon-Fri	Sat
colour	9,922.50 €	10,716.30 €
b/w	7,030.80 €	7,597.80 €

1/4 page horizontal

7-columns
H 121 mm x W 327 mm
847 total-mm



	Mon-Fri	Sat
colour	7,411.25 €	8,004.15 €
b/w	5,251.40 €	5,674.90 €

Type area Berliner Kurier

Half rhenish size
H 327 mm x W 233 mm
1,635 total-mm



Columns	Advertisement section
1 column	45 mm
2 columns	92 mm
3 columns	139 mm
4 columns	186 mm
5 columns	233 mm
11 columns	(Panorama) 485 mm

Panorama ads

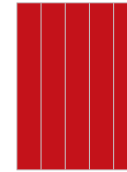
11-columns
H 327 mm x W 485 mm
3,597 total-mm



	Mon-Fri	Sat+Sun
colour	23,200.65 €	28,056.60 €
b/w	16,186.50 €	19,783.50 €

1/1 page vertical

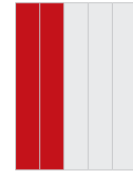
5-columns
H 327 mm x W 233 mm
1,635 total-mm



	Mon-Fri	Sat+Sun
colour	10,545.75 €	12,753.00 €
b/w	7,357.50 €	8,992.50 €

2/5 page vertical

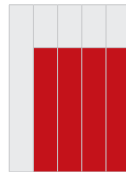
2-columns
H 327 mm x W 92 mm
654 total-mm



	Mon-Fri	Sat+Sun
colour	4,218.30 €	5,101.20 €
b/w	2,943.00 €	3,597.00 €

Junior Page

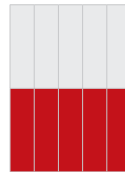
4-columns
H 250 mm x W 186 mm
1,000 total-mm



	Mon-Fri	Sat+Sun
colour	6,450.00 €	7,800.00 €
b/w	4,500.00 €	5,500.00 €

1/2 page horizontal

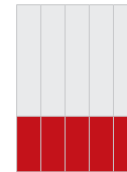
5-columns
H 164 mm x W 233 mm
820 total-mm



	Mon-Fri	Sat+Sun
colour	5,289.00 €	6,396.00 €
b/w	3,690.00 €	4,510.00 €

1/3 page horizontal

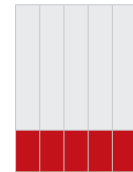
5-columns
H 109 mm x W 233 mm
545 total-mm



	Mon-Fri	Sat+Sun
colour	3,515.25 €	4,251.00 €
b/w	2,452.50 €	2,997.50 €

1/4 page horizontal

5-columns
H 82 mm x W 233 mm
410 total-mm



	Mon-Fri	Sat+Sun
colour	2,644.50 €	3,198.00 €
b/w	1,845.00 €	2,255.00 €

RECRUITMENT SECTION

BerlinKompakt ¹

Berliner Zeitung **PLUS** ²



Prices per mm				Mon-Fri	Sat+Sat³	Sat+Wed+Sat	Mon-Fri	Sat+Sun	Sat+Sun+Wed
colour or b/w (Minimum size 40 mm)				11,65 €	11,90 €	17,10 €	6,80 €	8,30 €	11,30 €

REAL ESTATE

Prices per mm	Sat	Sat+Wed
colour	11,15 €	14,90 €
b/w	8,40 €	11,30 €

HEALTH SECTION

Prices per mm	Wed	Wed+Sat/Sun⁵
colour	9,60 €	16,70 €
b/w	8,10 €	12,20 €

TRAVEL SECTION

Berliner Zeitung, Berliner Kurier, Oranienburger Generalanzeiger



Reise-KombiBerlin ⁴

Prices per mm	Sat+Sun⁵	Wed+Sat+Sun⁵
colour	14,95 €	21,30 €
b/w	10,50 €	15,10 €

¹) Berliner Zeitung and Berliner Kurier, ²) Berliner Zeitung and Oranienburger Generalanzeiger, ³) two consecutive Saturdays, ⁴) Berliner Zeitung, Oranienburger Generalanzeiger and Berliner Kurier, ⁵) Sunday only Berliner Kurier

HOW TO DELIVER

Printing material is to deliver as taped colour sets and pagewise seperated and sorted without any folds, scrapers or spots on it.

For coloured advertisement there must be register marks and imposition marks on the printing material. In case of deviation of these requirements there will be no guarantee on printing quality and there is no possibility of complaint.

Reproduction work, if necessary, will be charged seperately.

These specifications fulfill the requirements of the Bundesverband Druck in minimum.

GENERAL DATA

Printing process	role offset printing
Printing form	offset reverse plate
Screen width	up to 40 lines / cm
Screen dot	elliptical
High key	5 %.
Key	up to 90 %
Tonal value growth	dot gain ca. 26 % on 50 % patch
Line width	positive 0.15 mm minimum negative 0.20 mm minimum colour ads – positive 0.30 mm minimum negative 0.40 mm minimum trapping 0.20 mm
Margin sharpness (film)	pictures must be adequately sharp without trends
Blackness (film)	positive 0.30 mm minimum negative 0.40 mm minimum

MULTI-COLOURED ADVERTISEMENT (4C)

To optimize the printing results we recommend the usage of the Standard ICC Profile for editing and proofing the printing material.

Free download	www.ifra.com isonewspaper26v4.icc
Screen angle	Cyan: 15° Magenta: 75° Yellow: 0° Key: 135°
Dot area	GCR 220 % maximum
Ink	European Colour Range (Euroskala) HKS-Z-colours in CMYK transformed
Printing sequence	Cyan - Magenta - Yellow - Key
Proof sheet	3 proof sheets on newsprint (52 g / m2 maximum)
Proofs (different paper)	colouring like newsprint – delivered proofs can only be an approximate value

MONOCHROME ADVERTISEMENT AND ADVERTISEMENT WITH AN EXTRA COLOUR

Screen angle	Key: 135° Extra colour: 15° or 75°
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GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS FOR ADVERTISEMENTS AND THIRD-PARTY INSERTS IN NEWSPAPERS AND MAGAZINES

1. In the context of the following General Terms and Conditions, an 'advertising order' is defined as an 'advertiser's contract' for one or more advertisements to be published in a printed publication for distribution.

2. Generally, advertisements must be placed within one year of the conclusion of any advertising contract. If it is agreed in the contract that the client has the right to place more than one advertisement, then the full contract must be completed within one year of the first advertisement appearing, provided that said first advertisement is placed and published within the period indicated in sentence 1 above.

3. Where an annual contract has been concluded, there shall be no restriction during the agreed term or during the period agreed at clause 2 above on the client taking out further advertisements over and above the advertising volume stated in such contract.

4. If an order fails to be fulfilled due to circumstances beyond the company's control, then, irrespective of any other legal obligations, the client shall repay the company the difference between the discount granted and the discount appropriate to the volume of advertising actually taken. No repayment shall be required if the failure to fulfil the order is due to force majeure within the area where the company bears the risk of any loss.

5. In calculating the volume of advertising taken, text millimetres are converted into advertisement millimetres according to the rate.

6. Orders for advertisements and third-party inserts that the client declares should be published only in specific numbers, specific editions or in specific positions in the publication must be received by the company sufficiently early so that the client can still be informed before the advertisement deadline if the order cannot be handled in the way indicated. Advertisements of a particular category will be printed in the relevant section without any need for this to be specifically agreed.

7. Next-to-text advertisements ('Textteil-Anzeigen') are advertisements that border text rather than other advertisements on at least three sides. Advertisements that are not recognisable as advertising due to their editorial style will be clearly identified as such by the company through use of the word „Anzeige“ (advertisement).

8. The company reserves the right, based on its consistent, objective principles, to refuse any advertising order – including individual orders as part of an annual contract – or any order for inserts on grounds

of content, origin or technical form if the content of such advertisements and/or inserts is in breach of law or official regulations, or if it would be unreasonable to expect the company to publish same. This provision includes orders placed at the company's offices, advertisement drop-off points, or with the company's representatives. Orders for inserts shall not become binding for the company until a sample copy of the insert has been submitted and approved. The company will not accept inserts that through their format or appearance give readers the impression of being an integral part of the newspaper or magazine or that contain third-party advertisements. Clients will be informed without delay whenever an order is refused.

9. The client is responsible for all copy being delivered on time, be it the advertisement text and camera-ready artwork or the inserts. Where artwork is clearly unsuitable or damaged, the company will promptly request another copy. Within the scope of what is possible regarding the artwork provided, the company guarantees to print same to the usual standard of quality for the title concerned.

10. If an advertisement is wholly or partially printed illegibly or incorrectly or is not printed in full, the client shall have a right to a reduction in price or to a flawless repeat insertion, only to such extent however as the purpose of the advertisement has been impaired. If the company fails to meet a reasonable deadline set for it to do this or if the repeat insertion is once again flawed, then the client shall have the right to a reduction in price or to cancel the order. The company will not accept any claims for damages arising from any positive violation of contractual duties, fault at the time of conclusion of the contract or tortious acts – this shall also apply to orders placed by telephone. Any claims for compensation arising from any delay or inability to provide the service shall be limited to reimbursement of foreseeable losses and to the price payable for the advertisement or insert affected. This does not apply to any willful intent or gross negligence on the part of the company, its legal representatives or vicarious agents. The company's liability for any losses arising from the absence of warranted characteristics remains unaffected. In business-to-business transactions, the company shall also not be liable for any gross negligence on the part of its vicarious agents. In all other cases, liability towards business clients for gross negligence shall be limited in scope to foreseeable losses up to the cost of the advertisement concerned. Except in the case of non-apparent errors, all complaints and claims shall be lodged within four weeks of receipt of invoice and voucher.

11. Proofs will only be supplied if specifically requested. The client is responsible for the accuracy of all returned proofs. The company will take into account all corrections of which it was notified within the

deadline set when sending the proof to the client.

12. If no special instructions are given in relation to size, then the normal actually printed height based on the type of advertisement will be used as the basis for billing.

13. Except where the client prepays, the invoice will be issued immediately and in any case not later than 14 days after publication of the advertisement. Save where in individual cases prepayment or an alternative period permitted for payment has been agreed, the invoice shall be paid within the payment period running from receipt of said invoice as shown on the ratecard. Any discounts for early payment will be granted in accordance with the ratecard.

14. Where payment is delayed or deferred, interest and collection costs shall be charged. In the event of any payment default, the company may cease to fulfil any further parts of the current order until payment is made and may demand prepayment for the remaining advertisements. Where there is justifiable cause to doubt the client's ability to pay, the company shall be entitled, including during the course of any annual contract, to make the appearance of further advertisements dependent upon prepayment of the due amount as well as settlement of all outstanding invoices, regardless of any originally agreed terms of payment.

15. Along with the invoice, the company will, on request, supply an advertisement voucher. Depending on the type and scope of the advertising order, advertisement clippings, voucher pages or complete voucher numbers will be supplied. If a voucher can no longer be furnished, a legally binding certificate from the company will be provided in its place verifying the publication and distribution of the advertisement.

16. The client shall bear all costs of the production of all printed copy and artwork ordered as well as for all significant changes to previously agreed artwork requested by the client or for which the client is responsible.

17. Where a contract has been entered into for multiple advertisements, and circulation then falls, a rate reduction can be claimed if the overall average circulation across the insertion year beginning with the first advertisement falls below the average circulation figures published on the ratecard or by other means or – if no circulation figures have been published – below the average numbers of copies sold in the previous calendar year. A fall in circulation shall constitute a reduction in the service provided justifying a lowering of the rate only

if it is of the following amount:

in the case of a circulation of up to 50,000 copies, 20 %
in the case of a circulation of up to 100,000 copies, 15 %
in the case of a circulation of up to 500,000 copies, 10 %
in the case of a circulation of over 500,000 copies, 5 %

Notwithstanding the above, no right to claim a rate reduction shall exist if the company has advised the client with such sufficient notice of the fall in circulation so that the latter could have cancelled the contract before the first advertisements appeared.

18. The company shall take normal businesslike care in looking after and promptly passing on replies to box number advertisements. Any registered mail or express delivery letters sent in response to box number advertisements will be forwarded by normal post only. Replies sent to box number advertisements will be kept for four weeks. Any replies not collected from the company by the end of this period will be destroyed. The company will return valuable documents, but is under no obligation to do so. On an individual contract basis the company can be granted the right to open incoming responses on the client's behalf in-house. The company can also agree with clients whether they wish to collect replies themselves or have these sent to them at a cost. The company will not accept or forward any letters larger than the permitted A4 format (weight 50g) nor any products, books, catalogues or parcels sent to the box number. This can, however, be agreed in exceptional cases, if the client takes on the costs/charges incurred.

19. Artwork will only be returned to the client if specifically requested. The company shall not be obliged to retain this for more than three months after the order ends.

20. The place of performance shall be the company's registered office. In all transactions with business enterprises, legal entities constituted under public law or special public bodies jurisdiction in the event of any disputes shall lie with the court with jurisdiction for the district in which the company's registered office is located. Where clients are private individuals, jurisdiction shall, as long as the company has not begun court debt collection proceedings against them, be determined by their home address. If at the time of legal action being brought, the home address or habitual place of residence of the client, including private clients, is unknown or if after entering into the contract the client has relocated and the new address or habitual place of residence is outside of the scope of the law, then it is herewith agreed that jurisdiction shall lie with the court with jurisdiction for the district in which the company's registered office is located.

SUPPLEMENTAL TERMS AND CONDITIONS

THE COMPANY'S SUPPLEMENTAL TERMS AND CONDITIONS

10

a) The company's General and Supplemental Terms and Conditions apply to all advertising orders. Where any doubt exists, the Supplemental Terms and Conditions override the General Terms and Conditions. If an order, or the terms on which any client has based an order, deviate from the company's General or Supplemental Terms and Conditions, then the company's Terms and Conditions shall apply, unless the client raises a written objection to these within six days of the company confirming the order.

b) A separate advertising agreement must be entered into for each edition or combination of editions. If there is an agreement in place for the full series, then when insertions are placed in individual editions or combinations the discount due from the full series agreement will be granted. Advertising volumes accounted for here do not count when calculating volumes taken in respect of the full series agreement.

c) Unless specifically agreed otherwise, whenever rates are adjusted all new rates come into force immediately, including those for ongoing orders. In the case of private individuals this does not apply to orders due to be completed within three months of being placed.

d) Berliner Zeitung: Individual rates can be agreed where advertising space taken is equal to or exceeds 200,000 mm. Berliner Kurier: Individual rates can be agreed where advertising space taken is equal to or exceeds 100,000 mm.

e) The company reserves the right to agree special prices and formats appropriate to the particular circumstances for all advertisements in special inserts and features.

f) Advertising brokers and agents are required to keep to the company's published rates in all of their proposals, contracts and billing arrangements with advertisers. No agency commission granted by the company may be passed on to advertisers, whether in whole or in part.

g) No vouchers or copies of the advertisement can be supplied for classified advertisements or any other advertisements with an invoice value of under € 150,-. Vouchers are not in any circumstances sent to addresses within the Berlin city limits.

h) If any flaws that there may be in the client's artwork are not immediately noticeable, then the client shall have no right to complain if the printed advertisement is flawed. The same shall apply in the event of errors in repeat advertisements, if the client fails to advise

the company of the error prior to the deadline for the advertisement's next insertion.

i) Where orders or amendments are given by telephone, the company accepts no liability for any failure to reproduce such orders or amendments accurately. Notification of cancellations and amendments must be given in writing and be received by the company no later than by the advertisement deadline for the edition concerned. We reserve the right to charge the setting costs incurred for any advertisements that have already been set. The company's right to claim payment remains unaffected.

j) Incorrectly printed reference or check numbers do not significantly detract from the intended purpose of any advertisement. No claims for any price reduction or repeat insertion will therefore be entertained in any such cases. Minor variations in register and/or colour tone in the case of colour advertisements shall likewise not give advertisers the right to claim any price reduction or repeat insertion.

k) In the event of any business disruptions, acts of God, industrial disputes, confiscation, transport disruption, general raw material or energy shortages or similar – whether within the company's own business or at other businesses that the company uses to fulfil its contractual obligations – the company shall be entitled to full payment for all published advertisements.

l) In line with the provision on local jurisdiction as per clause 20 of the General Terms and Conditions for Advertisements and Third-party Inserts in Newspapers and Magazines, the local court (Amtsgericht) for the area in which the company has its registered office shall be the court of jurisdiction for any and all disputes, regardless of their value.

m) The company distributes all inserts with the degree of care standard in the industry; this standard allows for incorrect or lost deliveries of up to 3 %.

n) Written proof of a shareholding in excess of 50 percent is required for a group discount to be applied to any subsidiary company.

o) The company reserves the right to require prepayment from new clients; such payment is to be received before the advertisement deadline.

p) Advertisers have the right to make a retrospective claim for the discount appropriate to the level of advertising they have actually taken within a one-year period, if at the beginning of the period they set up

an agreement that entitles them to a ratecard-based discount from the start. The right to claim a retrospective discount lapses if this is not applied within a month of the one-year period ending.

q) Where a contract has been entered into for multiple advertisements within an insertion year and the overall average of circulation figures across that year falls below the average circulation figures published on the ratecard or by other means or – if no circulation figures have been published – below the average numbers of copies sold in the previous calendar year (fall in circulation), then as a modification to clause 17 of the General Terms and Conditions an advertiser shall be entitled to reduce the rate for the complete contract pro rata. An insertion year begins on the date that the first advertisement of a contract is printed. A fall in circulation shall constitute a reduction in the service provided justifying a lowering of the rate only if, in comparison with the previous calendar year, the fall in the insertion year is of the following amount:

**in the case of a circulation of up to 50,000 copies, 30 %
in the case of a circulation of up to 100,000 copies, 25 %
in the case of a circulation of up to 500,000 copies, 20 %**

No price reduction will be granted in either of the following circumstances:

– if the company has advised the client with such sufficient notice of the fall in circulation that the latter could have cancelled the contract before the first advertisements appeared

– if 15 months have passed since the insertion of the first advertisements of a contract.

r) While the company applies all standard care in accepting and checking the texts of all advertisements, it accepts no liability if it has been misled or deceived by the client. All clients bear sole responsibility for the content and legal admissibility of all texts and images provided for their advertisements. When placing an advertising order, the advertiser undertakes to bear the cost of publishing any counter-statement that may be required in relation to factual assertions made in the published advertisement and to do so at the then prevailing advertising rates. The client shall have an obligation to indemnify the company against any and all claims made against it by third parties arising from the company having fulfilled the order, even if this had not been suspended as promptly as may have been requested. The company is under no obligation to check orders and advertisements for any potential infringement of third-party rights. Even if advertisements that have been suspended nevertheless appear in print, this

shall not give the client any right to make a claim against the company. The client shall also indemnify the company against any and all claims arising from any breach of copyright.

s) A surcharge of 25 % will be levied for any requirement to publish an advertisement in a specific position.

t) Any client who has already received a warning about a specific advertisement or advertisements or has given an undertaking to desist from using such advertisement(s) shall be obliged to inform the company of this in writing and without delay. Should any client fail to observe this duty of disclosure, the company may, for this reason alone, refuse to accept any joint liability for any damages awarded against the client as a result of republication of the advertisement(s) to which an objection has been raised.

u) Data made known to the company as part of its business dealings with the client will be processed and stored by computer. This data will not be used for any purpose other than fulfilling the contract (as per Art, 26, para, 1 and Art, 34, para, 1 of the German Data Protection Act).

v) All discounts shall lapse in the event of the client becoming insolvent or of a court settlement. In the event of legal action, any discount granted on the disputed debt will be charged back.

w) All clients shall be liable for supplying digital copy and artwork on time and for the accuracy of their contents. The company shall be responsible to the client for any gross negligence or willful intent. Clients warrant that they hold all of the rights required for distributing the files supplied, their text content, image elements, photos and fonts. This applies in particular to all copyright and other intellectual property rights. The client shall indemnify the company against all claims, including the cost of legal defence, which may be made by any third party due to a breach of any of these provisions. Before each advertisement is published, clients have the right to request a proof copy to check that its contents are correct. If clients choose not to make use of this facility, they are deemed to have approved the style and manner of publication.

x) In placing an order, clients give their consent to details originating from them both being distributed in electronic media to supplement the publication in print and to these being used for market analysis purposes. Supplemental terms and conditions

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