

1. Scope of application; exclusive and future applicability

- 1.1 These General Terms and Conditions apply to Customer's bookings with Vogel Business Media GmbH & Co. KG (hereinafter "Publisher") for placing one or several advertisements or for circulating other advertising media, such as inserts, bound inserts or special advertising formats (hereinafter collectively the "Advertisement(s)"), in the magazines published by Publisher. These terms and conditions apply analogously to all services provided in connection with the placing of an Advertisement (e.g. redesign, drafts, modifications).
- 1.2 Any General Terms and Conditions of Customer shall not apply even if Publisher has not specifically objected thereto.
- 1.3 These GTC in the present version also apply to all future Advertisement bookings, irrespective of whether or not they are referenced again in the individual booking. The contracting partner will be advised without delay of any amendments to these GTC (€g. on the invoice). The amended GTC will be effective from awareness and apply to Customer's next booking.

2. Conclusion of contract; contracting partner

- 2.1 Customer's bookings will be handled on the basis of the Advertisement price list as applicable at the time the booking is placed. Customer may request the price list directly from Publisher or view it online www.vogel-media.de.
- 2.2 Publisher reserves the right to refuse unconfirmed Advertisement bookings within 14 days of receipt of the booking. Further, Publisher has the right to refuse individual advertising contents in accordance with sec. 4 below.
- 2.3 Advertisements including advertising of or for third parties (tie-in advertising) are subject to Publisher's prior written acceptance in each case and entitle Publisher to bill a tie-in surcharge. **The contracting partner shall be the Customer who accepts liability towards Publisher for the third parties' acts and the costs of the Advertisement.**
- 2.4 In the event of agency bookings in case of doubt the contract is entered into directly with the advertising agency. If, however, the advertiser shall be the direct Customer, he must be identified by name by the advertising agency. Publisher has the right to request from the agency proof of the advertiser's order to the advertising agency and proof of the business registration.

3. Artwork; proofs; other pieces of work; storage of Artwork

- 3.1 Customer is solely responsible for the timely delivery and appropriate quality of the artwork or other advertising media (hereinafter collectively the "Artwork"). Where digital Artwork is used, Customer is obliged to deliver the due and proper data files in due time before the beginning of the placement. A file is deemed "due and proper" if it complies with the media data applicable at the time or any other technical specifications issued by Publisher. A delivery is deemed "in due time" if the due and proper Artwork is received by Publisher by the latest delivery date notified in the media data as applicable at the time or otherwise communicated by Publisher.
- 3.2 Proofs will be delivered only upon Customer's express request. Customer is responsible for the correctness of any proofs returned to Publisher. If Customer fails to return in due time any proofs that were delivered to him in a timely fashion, such proofs will be deemed approved for printing.
- 3.3 Customer will bear the costs for any preparation of or changes to the Artwork requested or caused by Customer (e.g. changes necessitated by late or incorrect delivery). Publisher's price list as applicable at the time of the preparation or changes shall apply.
- 3.4 On request, after publication of the Advertisement Publisher will provide proof thereof. A complete copy of the magazine will be provided if justified by the type and scope of the advertising contract. If proof can no longer be procured, it will be replaced by a confirmation of Publisher.

- 3.5 Artwork will be returned to Customer, at Customer's expense, only on Customer's express request. The duty to store the Artwork expires three months after the fulfilment of the contract. Thereafter Publisher has the right to destroy the Artwork.

4. Publisher's right of refusal

- 4.1 Publisher reserves the right to accept or refuse individual Advertisements. Publisher may justify the acceptance or refusal on grounds of uniform standards regarding contents, origin, or technical format of the Advertisement. Publisher is entitled to a right of refusal as set out in this paragraph also with respect to Advertisement bookings accepted by representatives of Publisher or other receiving offices. Publisher will notify Customer without delay of any refusal of Advertisements.
- 4.2 If the refusal is due to reasons within Customer's responsibility, Customer's obligation to make payment will not be affected. Customer will in any event be entitled to place replacement advertising. If a Customer who is not responsible for the refusal exercises this option, the payment obligation will remain unaffected as well.

5. Placing of Advertisement; marking

- 5.1 Unless agreed otherwise the Advertisement will be published in the next available issue.
- 5.2 If several Advertisements have been booked in advance, in case of doubt they will be placed within one year of the conclusion of the contract. The Advertisements will in case of doubt be published at regular intervals throughout the placement period.
- 5.3 Publisher expressly reserves the right of editorial changes to the interior arrangement, the get-up, the title or the scope of the respective magazines and resulting changes to the publication dates.
- 5.4 When placing the Advertisement Publisher will respect Customer's preferences as far as possible. Unless agreed otherwise Customer is not entitled to any specific placement or the exclusion of advertisements relating to the goods or services of a competitor.
- 5.5 Advertisements which are not clearly recognizable as such by their design may be clearly distinguished from other contents by Publisher in Publisher's sole discretion, e.g. by marking them as "advertisement".

6. Box number advertisements

- 6.1 Responses to box number advertisements will be picked up by Customer at Publisher's domicile. If Customer instead requests being sent the responses, they will be sent by mail to the address specified by Customer, at Customer's expense and risk. Registered letters and/or express letters received by Publisher will also be forwarded to Customer by regular mail unless requested otherwise by Customer.
- 6.2 Responses which, for reasons outside Publisher's responsibility, cannot be delivered to Customer's address as specified by Customer, will be kept by Publisher for pick-up for four weeks. Thereafter Publisher has the right to destroy any responses that have not been picked up.

7. Remuneration; price changes; discounts

- 7.1 The remuneration agreed between Publisher and Customer is set out in the booking confirmation. In the absence of a written booking confirmation or any remuneration clause in the booking confirmation, the price list as applicable at the time of booking shall apply.
- 7.2 Prices remain subject to change at any time. However, for bookings that have already been confirmed by Publisher, price changes will be effective only if they were announced with at least one month's advance notice. In this event Customer will be entitled to a right of termination, which must be exercised in writing within 14 working days after the price change was notified. No refund of discounts under sec. 7.7. will apply in this case. All further claims of Customer are

excluded. If no notice of termination is given, the price increase will be deemed approved for pending bookings as well.

- 7.3 Except where advance payment has been agreed, invoices fall due by the deadline indicated on the price list and in all other cases within 30 days of the invoice date. Discounts for early payment will be granted in accordance with the price list.
- 7.4 If Customer unjustifiably protests bills of exchange or checks or if a petition for insolvency proceedings against Customer's assets is filed, Publisher may suspend the further fulfillment of pending advertising contracts until payment has been made, unless Customer provides security.
- 7.5 No discounts will be granted to businesses whose corporate purposes include the booking of Advertisements for several advertisers in order to claim a collective discount.
- 7.6 A collective discount may be claimed for affiliated companies only from the date of written proof of the affiliation. Affiliated companies for the purposes of this clause shall mean companies with a capital interest of more than 50 percent between them.
- 7.7 The discounts indicated in the Advertisement price list apply only to the Advertisements published within one year. The one-year period commences upon publication of the first Advertisement unless a different beginning has been agreed in writing at the conclusion of the contract. If the one-year period is not observed, Customer is obliged to refund to Publisher the difference between the discount granted under the contract in consideration of the fixed total volume, and the discount corresponding to the actual volume purchased (refund of discounts).

8. Indemnification by Customer

- 8.1 Customer is solely responsible for the lawfulness of the contents of Customer's Advertisements. Publisher is not obliged to review the Advertisements under legal aspects.
- 8.2 In particular, Customer is responsible for that the Advertisements delivered by him do not contravene any applicable laws (such as criminal laws, regulations for the protection of young persons, rules of fair competition) or rights of third parties (e.g. trademark rights, personal rights, copyrights). In particular, the Advertisements may not have any defamatory, discrediting or pornographic contents or contents glorifying violence or war. Where any contacts are named in the Advertisement, Publisher assures that every natural person identified by name has consented thereto.
- 8.3 If recourse is taken against Publisher by a third party, court or authority, due to culpable conduct on Customer's part, especially culpable breach of the above obligations, Customer will indemnify Publisher, as far as legally possible, against any claims and pay the costs of the legal defence. Publisher will inform Customer without delay when any such claims are raised. Customer will use best efforts to support Publisher in the defence against these claims. If Customer fails to meet this obligation within a reasonable period of time to be fixed by Publisher, Publisher shall have the right to settle the third party's claim in Publisher's reasonable discretion in consideration of the legal and factual situation as known to Publisher. The costs of such settlement will be borne by Customer, including in the event that the settlement afterwards proves unfavourable due to Customer's failure to provide information.

9. Warranty; notification of defects

- 9.1 Publisher warrants that the quality and publication of the Advertisement are customary in accordance with the contractual agreements (in particular booking confirmations, printing specifications in the media data), taking account of the specifications transmitted by Customer.
- 9.2 If the publication of an Advertisement is not substantially consistent with the owed quality for reasons within Publisher's responsibility, Customer is entitled to an immediate replacement placing in a comparable setting.

- 9.3 If Publisher seriously and definitely refuses to place the replacement, or if the replacement is defective as well within the meaning of sec. 9.2 above, Customer will have a right to reverse the (partial) booking concerned or to reduce payment to the extent the purpose of the Advertisement was impaired.
- 9.4 Customer shall inspect the Advertisement promptly upon first publication and notify any defects (duty to notify defects). Concealed defects have to be notified promptly upon their discovery.
- 9.5 Obvious defects must be notified in writing within five working days of the first publication of the Advertisement, concealed defects within five working days of their discovery.
- 9.6 Warranty claims become time-barred after 12 months.

10. Assignment; setoff; right of retention

- 10.1 Any assignment of the claims arising from the Advertisement booking by Customer requires Publisher's prior written consent.
- 10.2 Any setoff by Customer against claims of Publisher is excluded unless Customer's claim is uncontested or established by final enforceable judgment. A right of retention may be asserted only if Publisher's payment claim and Customer's counterclaim are based on the same contractual relationship.

11. Publisher liability

- 11.1 Publisher shall be liable for damage sustained by Customer due to acts of intent or gross negligence of Publisher or Publisher's legal representatives, executives or vicarious agents.
- 11.2 Irrespective of the degree of fault, Publisher will be liable for damage caused by a breach by any of the persons named in sec. 11.1 of a duty which is essential to the achievement of the contractual purpose (major obligation), and in the event of wilful deceit. Likewise, Publisher will be liable irrespective of the degree of fault if the damage was caused by a breach of a guarantee issued by Publisher or a management fault not resulting from negligence.
- 11.3 The above exclusion of liability shall not extend to Customer's claims for damages based on injuries to life, limb or health caused by a breach of duty by Publisher or any of the persons named in sec. 11.1 above.
- 11.4 In all cases other than those set out in sec. 11.1 to 11.3 hereof, Publisher's liability – irrespective of the legal grounds – shall be excluded. Claims for damages against Publisher become time-barred 12 months after they arose, unless they are based on a tortious or wilful act.
- 11.5 Claims for damages are limited to foreseeable damage characteristic of the contract and shall amount to 5% of the booking value in the event of default.

12. Force majeure

Any temporary interruption of the publication of Advertisements caused by force majeure, strike, lawful lockout or unforeseeable operational breakdowns will not release the parties from the advertising contract. In any such case the acceptance period will be extended accordingly. These circumstances give rise to a right of rescission only if performance is definitely prevented, and otherwise after three months. Customer is entitled to suspend payments during the interruption; advance payments made will be refunded, to the extent owed under the law, in connection with the reversal of the transaction, if any. Any further claims for damages are excluded.

13. Place of performance; governing law

- 13.1 Publisher's domicile shall be the place of jurisdiction and performance if Customer is a business.
- 13.2 This agreement is governed exclusively by the laws of Germany with the exclusion of the UN Sales Convention.

General Terms and Conditions for Advertising

1. Scope, exclusive application

1.1 The following terms and conditions are valid for the «advertising measures» conducted by Vogel Business Media GmbH & Co. KG (hereinafter called »Vogel«) for the client.

1.2 Contrary terms and conditions of the client have no validity, even if not contradicted by Vogel in individual cases.

2. Advertising measures; Identification

2.1 »Advertising measures« in the sense of these General Terms and Conditions comprise all »advertising material« bookable with Vogel and all other services bookable with Vogel within the framework of advertising (€g. support with the provision of advertising material, translations, implementation of advertising campaigns).

2.2 »Advertising material« means offers comprised of pictures and/or text and/or sound sequences and/or animated pictures and/or comprising of a sensitive area which is linked on mouse-click to a web address (€g. a link) specified by the client. Besides classic banner advertising this may comprise specifically also product- and company entries, sponsoring or €-mail campaigns. So-called »download offers« of the client, such as web casts, web video, whitepaper and other download- or streaming offers kept ready by Vogel are also included. »Whitepapers« are specialist data, compiled by the client on specific topics, which may also contain product- and company information.

2.3 Advertising material not clearly identifiable as such due to its design is clearly separated from other content by Vogel, at its sole discretion, €g. by identification as »advert«.

2.4 With reference to advertising material in the download offer, Vogel is not obliged to identify this in accordance with Section 2.3. It is the client's responsibility to do this, if required. He is further obliged to identify the download offer with his company name and to keep this information up-to-date. For the rest, Section 5.6 is applicable.

3. Order completion

3.1 A contract on advertising measures materializes following written confirmation by Vogel or by performance of the advertising service. The contract is considered rejected unless it is confirmed or performed within two weeks. Verbal or telephonic declarations are not legally binding and require written confirmation to be effective.

3.2 In the case of agency bookings, the contract materializes with the advertising agency itself in case of doubt. Should an advertiser become a client, the latter must be mentioned by name by the advertising agency. Vogel is entitled to demand proof of the commissioning by the advertiser as well as a proof of registration of a business.

4. Provision of advertising material by the client

4.1 Insofar as the advertising material is to be placed by Vogel, the client will provide the advertising material to Vogel at least five working days prior to the agreed first appearance date. The provision of data is subject to Vogel's relevant current »Technical requirements«. Should Vogel not be in a position to achieve the proper and on schedule publication of the advertising material due to delayed delivery or non-compliance with the »Technical requirements« of Vogel, the client's obligation to pay remains unaffected thereof.

4.2 The client is responsible for the on schedule provision of advertising material.

4.3 Insofar as the client has the right to place the advertising material himself, Vogel will provide him with a password for this purpose. The client is obliged to keep this password secret. Vogel has the right to prescribe technical requirements to the client regarding the placement of this advertising material. In addition, Vogel may prohibit the application of certain techniques, specifically if Vogel's servers may thereby be excessively loaded or if the functionality of Vogel's websites may be impaired.

4.4 Provided a new browser window is opened, the client is entitled to use so-called deep links for reference to his website. Employment of other technical methods leading the user away from the page or collecting his data is not allowed, particularly the use of pop-ups, prompting for the input of user data and the placement of cookies require prior written permission by Vogel.

5. Duties of client; Indemnity against liability

5.1 The client shall ensure that the advertising material transferred or placed by him is protected by state-of-the-art protection software and is free from malicious code such as €g. viruses and trojans. The client undertakes that the advertising measures transferred or placed by him do not contravene applicable laws (€g. the applicable penal laws, the regulations for the protection of minors and the unfair competition law) or third party rights (€g. trademark rights, personal rights, copyrights). In particular, the advertising measures shall not contain defamatory, discrediting or pornographic content or content glorifying violence or war. Insofar as the advertising material mentions contacts, the client assures that consent has been obtained of any natural person mentioned by name.

5.2 Insofar as the client obtains leads, he shall undertake to use these solely for own purposes of advertising, market- or opinion research and not pass these on to third parties or use these for the purposes of third parties. Should the client culpably contravene these obligations, he shall be obligated to pay Vogel a commensurate contractual penalty to be determined by Vogel in each individual case, the basis and magnitude of which may be reviewed by a competent court of law (Section 14.1).

5.4 The client undertakes to honor the applicable data protection regulations. He shall respect the revocation of the consent of a user and promptly block such user's data, following notification.

5.5 The client assures that he has obtained the necessary rights in respect of all authors of advertising material, allowing him to concede such rights to Vogel in accordance with Section 9.1 and 9.2. The same is applicable to possibly required agreements with collecting societies (specifically GEMA). He shall bear all costs charged by these collecting societies. Vogel carries no responsibility for verification of the advertising measures of the client.

5.7 Should a claim be made on Vogel by a third party, a court of law or an authority because of culpable behavior of the client, in particular due to a culpable violation of the above obligations, the client undertakes to indemnify Vogel against possible claims as far as legally possible and to bear the legal defense costs. Vogel will immediately inform the client of the assertion of relevant claims. The client shall support Vogel to the best of his ability in the defense against these claims. Should

the client fail to meet this obligation within a reasonable period to be determined by Vogel, Vogel is entitled to settle such third party challenge by its own professional judgment and in due consideration of the circumstances and legal position as presented to Vogel. The costs of such settlement shall be borne by the client, also in the case where the settlement in hindsight proves prejudicial due to information not provided by the client.

6. Power of refusal; Discontinuation of the advertising measures

- 6.1 Vogel may refuse individual advertising measures if these contravene applicable laws or applicable legal practice, official or judicial directives or contravene a cease-and-desist declaration issued by Vogel or infringe on third party rights or if the publication is unacceptable to Vogel on grounds of the content, the origin or for technical reasons.
 - 6.2 Vogel is entitled to (temporarily) discontinue the implementation of advertising measures should there be a justified suspicion that the conditions in accordance with Section 6.1 have been met, specifically in the case where a third party asserts a not obviously unjustified violation of his rights, where a warning exists in a similar case, or in case of the initiation of investigations by governmental authorities. The same is applicable to the case where the client subsequently makes changes to the advertising material content that lead to a violation in accordance with Section 6.1. Vogel will inform the client of such a discontinuation and will grant him the opportunity to explain and, if necessary, prove the legality of the advertising measure.
 - 6.3. The client may equally demand the discontinuation or removal of the advertising measure by Vogel if a claim is made on him by a third party because of an infringement. Insofar as the client can himself remove or put the advertising measure offline, he is in such case obliged to remove or block this himself.
 - 6.4. In the case of the advertising measures being refused or discontinued following action on the preceding sections, the client shall nevertheless pay the compensation agreed upon, unless Vogel was able to sell the provided advertising space elsewhere. There is no obligation to pay for a discontinuation in accordance with Sections 6.1 or 6.2, provided the client is able to prove that the contents of the advertising material was legitimate and no reasons for the refusal and/or discontinuation initiated by Vogel therefore existed.
- #### 7. Obligation to give notice of defects
- 7.1. The client shall check the advertising measure immediately following the date of first publication and give notice of possible defects (obligation to give notice of defects). In case of concealed defects, notification shall be given immediately after their detection.
 - 7.2. Written notice shall be given of evident defects within five working days of first publication and of concealed defects within five working days after detection.
- #### 8. Placing of advertising; Leads; Term; Availability
- 8.1. Vogel will place the advertising material within the framework of the specifically booked advertising measure, with utmost consideration for the wishes of the client. Unless agreed otherwise, the client is not entitled to a specific placing or the exclusion of advertising for goods or services of a competitor of the client.
 - 8.2. Vogel will make download offers as well as company and product entries available on a database, together with the information of other clients, and have these ready for retrieval by users via the client's booked channels. It is in the interest of both parties that the download offers should be marketed as comprehensively as possible, which is why Vogel is entitled, but not obliged, to content syndication in accordance with Section 9.2 with respect to download offers. Unless agreed otherwise, content syndication comes at no additional cost to the client.

- 8.3. In the case of an assignment covering the placement of several Advertising means (framework contract), the retrieval of individual advertising material shall be effected within a year after conclusion of the contract. Regarding the price, the price list applicable at the time of placement shall apply. Should the one-year-period be violated, the client is obliged to pay Vogel the difference between the contractually agreed discount based on the predefined total volume and the discount for the actual retrieval (discount adjustment charge).
 - 8.4. Insofar as the client has booked a certain number of page impressions/leads for an advertising measure, Vogel points out that these figures are inevitably based on past experience. Should the page impressions/leads not be achieved in exceptional cases, the placement period of the advertising measure will be extended until the booked number of page impressions/leads has been reached. Should the placing booked by the client already be allocated to another client for the extended advertising period, Vogel is entitled to divert to a comparable placing, with due consideration of the interests of the client. The use of 3rd party ad servers may cause system-induced differences in counting. The numbers determined by the publishing house (DART system) are the standard basis for billing.
 - 8.5. Insofar as the client should obtain leads, these are only made available within the framework of what is permissible under data protection laws. The client is specifically aware that the user may revoke consent to promotional measures. The client is obliged to respect such revocation or to undertake amendments to the data. The client shall inform Vogel immediately of possible complaints by users.
 - 8.6. The client implements promotional measures, based on the leads, at his own risk.
 - 8.7. The term of the advertising material is initially guided by the specific conditions of the booked advertising material, e.g. as reflected in the media data. In case of doubt, the following term is applicable:
 - in case of a booking in accordance with leads/page impressions, the period until the number of booked leads/page impressions has been reached;
 - in case of a booking according to time, the booked period in accordance with the price list, calculated from the day of the online placement. Company- and product entries or provider profiles can only be booked on a yearly basis. They are automatically extended by a further year, in consideration of the price list valid at the receipt of the first order, unless Vogel or the client give notice with a period of three months to the end of the period of (first-) appearance. Section 10.2 is applicable accordingly in the event of a price increase;
 - in case of a booking of download offers, basically also the booked term. Insofar as Vogel additionally markets the download offers within the framework of content syndication in accordance with Section 9.2, this download offer expires after notice by the client in accordance with Section 9.3 at the latest.
 - 8.8. On a per month basis, Vogel guarantees 95% availability of the Internet pages and therefore the advertising material. Reasonable interruptions required for maintenance of the system and interruptions due to force majeure or unavoidable causes are not included in this figure. The availability is defined as the ratio of actual time (AT) to target time (TT). The availability is then calculated as follows: $AT/TT * 100$.
- #### 9. Concession of rights by the client
- 9.1. In relation to all advertising material, the client devolves the regionally unlimited rights of use and exploitation rights required for implementation of the assignment to Vogel. This concession of rights specifically includes the right of duplication, distribution, transmission, storage as well as the right

of placement in databases, availability for retrieval and the right of making the advertising material publicly available.

- 9.2. With reference to the download offers and in the interest of comprehensive marketing of their content, the client in addition grants Vogel the right to license the content to third parties for availability on the Internet or to use the contents for further forms of offers (e.g. eBooks) (so-called content syndication).
- 9.3. The client grants these rights for the duration of placement of the advertising material. Regarding content syndication in accordance with Section 9.2. The rights are granted temporarily unlimited but may be rescinded at any time with a notice period of two weeks.

10. Remuneration; Conditions of payment; Default

- 10.1. The valid remuneration between Vogel and the client follows from the confirmation of order. In the case of a missing written confirmation of order or if the confirmation of order contains no remuneration, then the valid price list at the time of order placement is applicable.
- 10.2. The price list may be changed at any time. For orders already confirmed by Vogel, price changes are, however, only applicable if they were announced at least one month in advance. Otherwise, the client has the right of cancellation, provided this is exercised in written form within five working days following notification of the price increase. Any further claims by the client are excluded. In the absence of a cancellation, the price increase is considered as approved, also for existing orders.
- 10.3. Unless otherwise agreed upon, the amount invoiced to the client is payable within 30 days. A discount of 2% on the invoiced amount is granted should payment be received within 14 days. The day of first publication of the advertising material is the reference for calculation of the period.
- 10.4. Should the client be in default or should the client allow bills or checks to be referred to drawer without justification, or should an application be made for an insolvency procedure against the assets of the client, Vogel is entitled to defer further execution of current orders until payment is received, remove already published advertising material and demand advance payment for the remaining placement of the advertising material.

11. Cession, Offset

- 11.1. Cession of the claims resulting from the client's advertising order requires prior written consent by Vogel.
- 11.2. The client can only offset against claims by Vogel if the demand by the client is undisputed or confirmed to be legally binding.

12. Warranty for defects by Vogel

- 12.1. Subject to the confirmation of order and the »Technical requirements«, and in consideration of the data provided by the client, Vogel guarantees the conventional quality and publication of the advertising material.
- 12.2. Should the publication of advertising material not meet the required quality due to a circumstance for which Vogel is responsible, the client may claim an extension of the publication period or an immediate substitute placement in a comparable environment. Vogel has, however, no obligation for extension or substitute placement.

- 12.3. Should the extension of the publication period be unacceptable to the client or should this fail, or should Vogel refuse the substitute placement seriously and finally, the client has the right to rescind the specific (partial) order or to a reduction in payments to the extent that the purpose of the advertising material was compromised.

- 12.4. Warranty claims lapse after 12 months.

13. Liability of Vogel

- 13.1. Vogel is liable only for intent and gross negligence as well as for violation of a material obligation under the contract (cardinal obligation). In case of a violation of the cardinal obligation arising from minor negligence, the liability of Vogel is limited to predictable damages at conclusion of the contract and which are typical to the contract. Vogel is not liable in case of violation of secondary obligations, which are not cardinal obligations, arising from minor negligence. In cases of initial impossibility, Vogel is liable only if the performance obstacle was known to it or if its ignorance was due to gross negligence, unless a cardinal obligation is involved.
- 13.2. The abovementioned liability exclusions are not applicable in case of malicious concealment of defects or in case of the assumption of a quality guarantee for the liability for claims arising from the product liability law as well as from bodily injuries (life, body, health).
- 13.3. Insofar as the liability of Vogel is excluded or limited, this is also applicable to the personal liability of its employees, jobholders, co-workers, representatives and auxiliary persons.
- 13.4. With the exception of claims arising from unauthorized acts, claims for damages by the client for which the liability is limited in accordance with this section, lapse after one year calculated from the legal onset of the period of limitation.

14. Place of fulfillment; Applicable law, Written form

- 14.1. Sole place of jurisdiction shall be Würzburg.
- 14.2. This contract is governed exclusively by the laws of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 14.3. Modifications and amendments to these contract terms require the written form to be effective. This is also valid if this written form clause itself is modified or amended. Insofar as the expression "written form" is used within the framework of these General Terms and Conditions, this means the text form in terms of § 126 b BGB [Civil Code].

Vogel Business Media GmbH & Co. KG / Status: November 2009