

Job Market
for food & beverage



LMV-online.de

THE FIRST ONLINE-ONLY-INFORMATION NEWS PORTAL
FOR INDUSTRIAL FOOD PROCESSING AND PRODUCTION
IN GERMANY / AUSTRIA / SWITZERLAND

KEY INFORMATION FOR DECISION-MAKERS
AT THE FOOD PROCESSING INDUSTRY



POWTECH



FachPack

BrauBeviale

MEDIAKIT 2019

VALID FROM JANUARY 2019, V1
LMV-ONLINE.DE - A SERVICE PROVIDED BY
TROPAL MEDIA GMBH

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DEUTSCHE

FACHPRESSE

Tropol Media is a member
of Deutsche Fachpresse.

Profile

www.lebensmittelverarbeitung-online.de (short: LMV-online.de) is the leading B2B news portal for industrial food processing (food & beverage). Since 2012, it offers as the only supplier in the German-speaking market in Europe the full range of all relevant topics for the industry.

On a daily base, the industry information leader for food and beverage LMV-online.de delivers without any delay:

- Prosweets, Cologne
- Powtech, Nuremberg
- Iffa, Frankfurt
- Fachpack, Nuremberg
- Brau Beviale, Nuremberg
- SPS - Smart Production Solutions, Nuremberg
- Digitization

The yellow pages „Marktplatz“ as well as the interview format „Business Lunch“ completing the information offer of LMV-online.de.

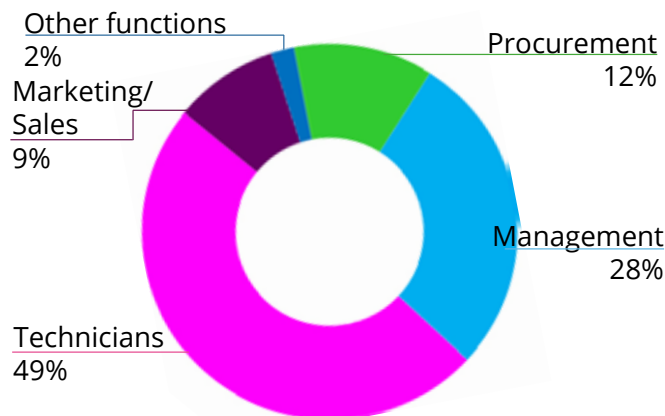
Target Group

According to our latest LMV-online.de survey, 2/3 of our target group use online industry news portals several times per week.

Our target group includes executives, engineers, technicians as well as all other decision-makers for purchasing of investment goods at the food and beverage industry.

With our topics, we serve all kinds of industrial food processing such as beverage production (breweries, fruit juice products, dairy products, mineral water), convenience food, meat and sausage products, sweets, pastry products, wine, food ingredients as well as suppliers for components, engineering & construction and packaging machines.

Target group by corporate position*



Green Information

Sustainability, environmental and resource protection are key for LMV-online.de - not only in our news and reports - also in our daily business.

- Hosting of our website works climate-neutral in Germany.
- We pay compensation in CO2 reducing projects for all of our printed marketing materials.
- We travel with public transportation.
- We use green electricity.
- We are working closely to a paper-free office. Saving resources such as paper is naturally for us as a provider of online-only platforms.



* Results of an online survey on LMV-online.de
Data base 276 voices
Timing: May 1 - October 15, 2012

Themes & Dates

	January	February	March	April	May	June
Trade shows/ Events	Prosweets, Köln (27.-30.01.19)	Fruit Logistica, Berlin (06.-08.02.19)		Hannover Messe, Hannover (01.04.-05.04.19)	Iffa, Frankfurt am Main (04.-09.05.19)	MSR-Spezialmesse Nord, Hamburg (19.06.19)
		Pump & Valves, Zurich (13.-14.02.19)		Powtech, Nuremberg (09.-11.04.19)	Vitafoods, Genf (07.-09.05.19)	Sensor+Test, Nuremberg (25.-27.06.19)
		Pump & Valves, Dortmund (20.-21.02.19)		MSR-Spezialmesse Chemiedreieck, Halle (10.04.19)		
		Maintenance, Dortmund (20.-21.02.19)				
Specials Website	10.12.18-08.02.19 Prosweets		04.03.-28.04.19 Powtech		03.06.-11.08.19 Digitization	
Special Newsletter	Prosweets 22.01.19		Preview Powtech 02.04.19 Best of Powtech 16.04.19		Preview Iffa 30.04.19 Best of Iffa 14.05.19	
Newsletter	08.01.19	05.02.19	05.03.19			04.06.19



Themes & Dates

	July	August	September	October	November	December
Trade shows/ Events			MSR-Spezialmesse Südwest, Ludwigshafen (18.09.19)	MSR-Spezialmesse Südost, Landshut (23.10.19)	Namur general meeting, Bad Neuenahr (07.-08.11.19)	Fi Europe, Paris (03.-05.12.19)
			Fachpack, Nuremberg (24.-26.09.19)		Brau Beviale, Nuremberg (12.-14.11.19)	
			Ilmac, Basel (24.-27.09.19)		SPS - Smart Production Solutions, Nuremberg (26.-28.11.19)	
Specials Website	03.06.-11.08.19 Digitization			07.10.-01.12.19 Brau Beviale		
			19.08.-06.10.19 Fachpack			09.12.19-09.02.20 Prosweets
Special Newsletter		Digitization 06.08.19	Preview Fachpack 17.09.19	Best of Fachpack 01.10.19	Preview Brau Beviale 05.11.19 Best of Brau Beviale 19.11.19	
Newsletter	02.07.19		03.09.19			03.12.19



Banner portal

	FORMATS	PRICES	TERM	PLACEMENT	
Billboard Banner*	845x250 pixel	€ 2,490	1 month	RoS	All banners are run of site (RoS), rotating (max 3 additional banner)
Super Banner (A)	728x90 pixel	€ 920	1 month	RoS	
Super Banner (B,C)	728x90 pixel	€ 775	1 month	homepage	
Fullbanner (A)	468x60 pixel	€ 690	1 month	RoS	
Fullbanner (B,C)	468x60 pixel	€ 515	1 month	homepage	
Standard Skyscraper*	120x600 pixel	€ 1,035	1 month	RoS	
Wide Skyscraper*	160x600 pixel	€ 1,300	1 month	RoS	
Highlight-Rectangle	300x100 pixel	€ 610	1 month	RoS	
Medium Rectangle	300x250 pixel	€ 1,050	1 month	RoS	*On mobile website, we offer full banner alternatively

Additional Advertising Formats Website

Topstory		€ 550	3 days
		€ 1,030	1 week
Product-/ Theme advertorial		€ 465	3 Wochen
Video/Webcast	300x250 pixel	€ 900	1 month
Surftipp		€ 275	1 month
Whitepaper - Promotion-Paket (Newsletter & Social Media)		€ 400	3 months
		€ 650	6 months
Premium Company Entry		€ 535	12 months
Event note		€ 390	Event end
Microsite		€ 3,450	3 months
		€ 5,800	6 months

Banners & Additional Advertising Formats Newsletter

Fullbanner (A, B)	468x60 pixel	€ 655
Fullbanner (C)	468x60 pixel	€ 475
Billboard Banner	600x200 pixel	€ 1,650
Top-Advertorial		€ 520
Product-/Theme-Advertorial (in combination with Website Advertorial)		€ 815
Surftipp		€ 160
Stand-Alone-Newsletter		€ 2,160



Yearly Package Offering

Bronze package	Silver package	Gold package	Platinum package
1x Product / Theme Theme Advertorial Timing: 3 weeks incl. Newsletter Product/ Theme Advertorial	1x Topstory Timing: 1 week	1x Stand Alone Newsletter	1x Surftipp Timing: 6 months
1x Super Banner (A) Timing: 1 month	2x Product / Theme Theme Advertorial Timing: 3 weeks incl. Newsletter Product/ Theme Advertorial	2x Topstory Timing: 1 week	2x Stand Alone Newsletter
Premium Company Entry Timing: 1 year	1x Super Banner (A) Timing: 3 months	3x Product / Theme Theme Advertorial Timing: 3 weeks incl. Newsletter Product/ Theme Advertorial	3x Topstory Timing: 1 week
Regular price: € 2,270 Package price: € 1,820	Premium Company Entry Timing: 1 year	1x Super Banner (A) Timing: 6 months	4x Product / Theme Theme Advertorial Timing: 3 weeks incl. Newsletter Product/ Theme Advertorial
	Regular price: € 5,955 Package price: € 4,470	Premium Company Entry Timing: 1 year	1x Super Banner (A) Timing: 12 months
		Regular price: € 12,720 Package price: € 8,900	Premium Company Entry Timing: 1 year
			Regular price: € 23,895 Package price: € 15,500

Start page desktop



Advertising Formats

1A Superbanner 728x90 pixel
or
Fullbanner 468x60 pixel

1B,C Superbanner 728x90 pixel
or
Fullbanner 468x60 pixel

2 Billboard Banner 845x250 pixel
Mobil: Fullbanner 468x60 pixel

3 Wide Skyscraper 160x600 pixel
or
Standard Skyscraper 120x600 pixel
Mobil: Fullbanner 468x60 pixel

4 Highlight Rectangle 300x100 pixel
or
Medium Rectangle 300x250 pixel

Article page desktop



Start page desktop



Advertising Formats

- 6 Topstory

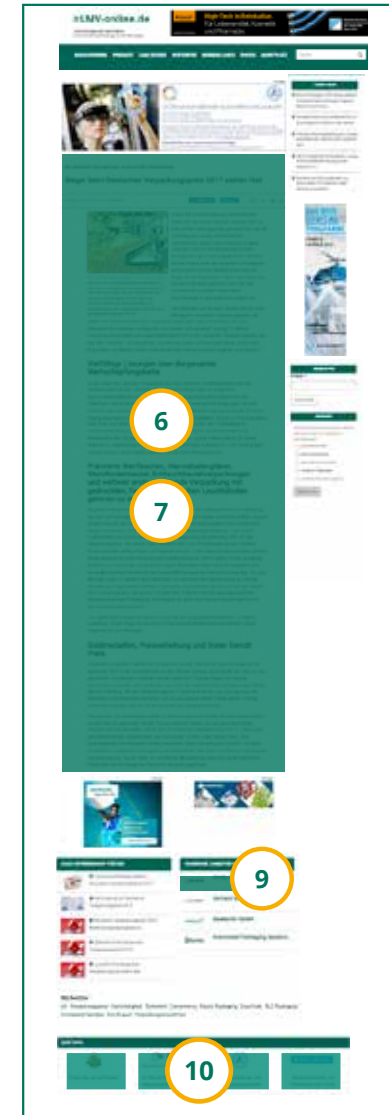
- 7 Product-Advertorial
article, pictures, video, links
or
Theme-Advertorial
article, pictures, video, links

- 8 Video

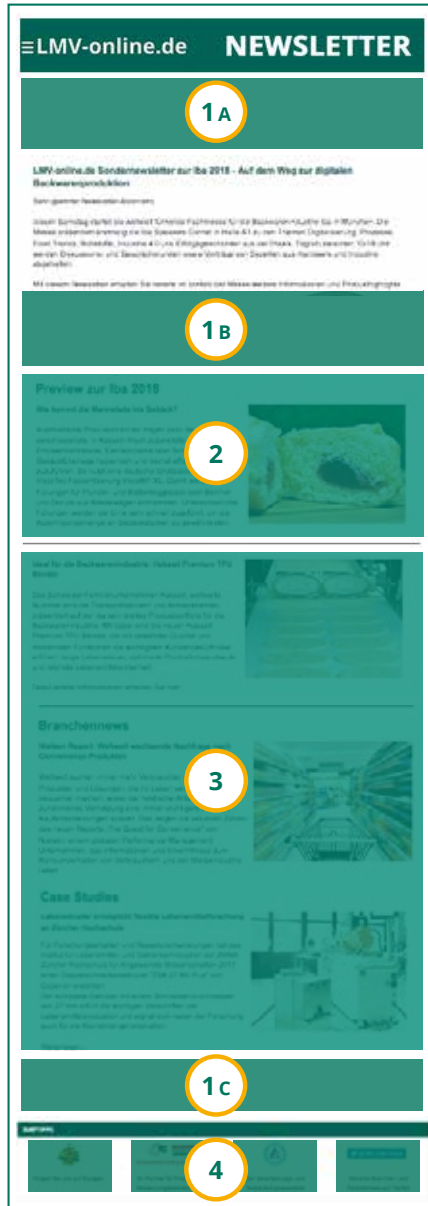
- 9 Premium Company Entry

- 10 Surftipps

Article page desktop



Advertising Formats Newsletter



Fullbanner
468x60 pixel
or
Billboard Banner
600x200 pixel

Fullbanner
468x60 pixel
or
Highlight Rectangle
300x100 pixel

Top-Advertorial
1. Position, Bild, Headline,
Teaser, externe Verlinkung

Product-/Theme-Advertorial
picture, headline,
teaser, link

Surftipps

Special advertising formats in detail

Product advertorial

Appears on the homepage as an article in the product category or in a booked special.

- Up to four images possible
- With a link to their company website
- Article stays on the homepage for the booked time period, of which there is a longer time in the first three items of the news category
- Additional information can be stored for download in PDF format

Topic advertorials

Appears on the homepage as an article in the category management, events or case studies

- Up to four images possible
- With a link to their company website
- article stays on the homepage for the booked time period, of which there is a longer time in the first three items of the news category
- Additional information can be stored for download in PDF format

Surf tip

Present your online shop, new website or a special online campaign cost-effective in the surf tip category.

Market place premium company entries

Premium entries are in first position in the market place, appear on the homepage and in contributions in a subject-relevant context. They are presented in a more clearly prominent way than basic entries. Also included are:

- Your company logo
- Company profile (approx. 1,000 characters)
- URL of the company website / fax number
- Up to ten search engine-relevant keywords
- Entry is in multiple categories (if not available, content will be expanded after consideration)

Whitepaper

With a whitepaper you can demonstrate the innovative power and solution skills of your business.

Your whitepaper appears immediately on the homepage and is linked directly to your website or a corresponding file. The booking time period is for three or six months.

Webcast

Webcasts are a reliable source of information for engineers and technicians and offer help in decision-making. So present your business and your products as video stream or on-demand movie.

Microsite

A microsite on lebensmittelverarbeitung-online.de is an independent marketing site for your strategic advertising. Your target subject and your messages are presented professionally and illuminated from various perspectives on the microsite.

Your website is linked to directly from the microsite. Get in touch with us if you are interested in this attractive online advertising opportunity. We would be happy to assist you with the design. We provide you with a comprehensive communication package.

Top advertorial

- Appears in the newsletter as the first item
- Contains preview image, teaser text, link
- Direct link from the newsletter to your website possible

Product/topic advertorial

- Appears in the newsletter for the booked subject
- Contains preview image and teaser text with link to article

Job Market



Vertriebsingenieur (m/w) für Lebensmitteltechnik

Maschinenfabrik Gustav Eirich GmbH & Co KG

📍 Hardheim 📅 vor 9 Tagen

Neukundenakquise sowie die Stärkung von Kundenbeziehungen im Bereich **Lebensmitteltechnik** * Abgeschlossenes, technisches Studium mit der Vertiefung **Lebensmitteltechnik** oder vergleichbare Qualifikation



Projektleiter Anlagenbau (m/w), Schwerpunkt Lebensmitteltechnik

planting GmbH

📍 Hamburg/Seevetal 📅 vor 11 Tagen

Verantwortliche Leitung von Investitionsprojekten im Bereich des Anlagenbaus mit Schwerpunkt **Lebensmitteltechnik** * Abgeschlossenes Studium der **Lebensmitteltechnik**, des Chemieingenieurwesens oder der Verfahrenstechnik



Maschinen- und Anlagenführer / Fachkraft für Lebensmitteltechnik (m/w) in unserem Werk in Osthofen

Nestlé Health Science (Deutschland) GmbH

📍 Osthofen 📅 vor 9 Tagen

Maschinen- und Anlagenführer / Fachkraft für **Lebensmitteltechnik** (m/w) (160005WJ) * Basis ist Ihre erfolgreich abgeschlossene **lebensmitteltechnische** oder gewerblich-technische Ausbildung (Beispielsweise als ...



Fachkraft für Lebensmitteltechnik (m/w)

Nestlé Deutschland AG – „Chocoladen“-Werk Hamburg

📍 Hamburg 📅 vor 11 Tagen

Ausbildung zur Fachkraft für **Lebensmitteltechnik** oder zum Softwaretechnologien zwingend erforderlich - Perspektiven sind es, die uns antreiben, jeden Tag für mehr Lebensqualität unserer Kunden einzutreten.



Fachkraft für Lebensmitteltechnik (m/w)

Nestlé Deutschland AG, Thomy-Werk Neuss

📍 Neuss 📅 vor 9 Tagen

Lebensmitteltechnische Ausbildung z.B. Milchtechnologie (m/w) oder Fachkraft für **Lebensmitteltechnik** (m/w) * Erste Berufserfahrung in der industriellen Herstellung von **Lebensmitteln**

Users and engineers are searching on a daily base for challenging and interesting job opportunities on lebensmittelverarbeitung-online.de job market. Our recommendation: Use it for recruiting - together we will find your suitable candidate for your vacancy:

Basic Top Job

1 job advertisement on lebensmittelverarbeitung-online.de (constantly on top and above the hit list) for 1 month, price: € 490

Premium Top Job

1 job advertisement on lebensmittelverarbeitung-online.de (constantly on top and above the hit list) + social media promotion for your job ad for 1 month, price: € 590

Premium Plus Top Job

1 job advertisement on lebensmittelverarbeitung-online.de (constantly on top and above the hit list) + social media promotion for your job ad + lebensmittelverarbeitung-online.de-newsletter promotion for your job ad for 1 month, price: € 690

Conditions / Technical Data

Delivery address:

- please send your advertising media to: werbemittel@lmv-online.de

Delivery times:

- five days prior campaign start

Meta information:

- customer and campaign name
- Booking period
- requested site and placing
- advertising format and click URL
- contact for questions
- alternativ text (optional)

For flash banners:

- information of flash version
- information about action scripts

File formats Portal:

- GIF, JPG, PNG max. 45 KB*
- HTML, FLASH (including click tag) max. 45 KB*

File formats newsletter

- GIF (no animation), JPG, PNG max. 45 KB*
- links without redirect

Third party banners via java script will not appear on responsive, mobile homepage.

A separate fullbanner (468x60pixel) is requested, also for mobile website for skyscraper, super banner and billboard banner.

Payment conditions: Payment has to be effected within 30 days gross after invoice date without discount.



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LMV-online.de a service provided by
Tropal Media GmbH
Headquarters: Eschborn

Combine your communication success and ask for an attractive combination offer.



Do you want a higher dosage?

Discover the whole world of pharmaceutical manufacturing and production on pharmaindustrie-online.de, the online-only information portal for pharmaceutical production, management & technics. With Tropol Media, you reach your target group accurately and without any scattering losses.

Learn more on www.pharmaindustrie-online.de



The chemistry is right

Discover the whole world of chemical industry and production on chemieproduktion-online.de, the online-only information portal for chemical production, management and technics. With Tropol Media, you reach your target group accurately and without any scattering losses.

Learn more on www.chemieproduktion-online.de



Automation & Digitization

Discover on elektro-automatisierung-digital.de (short: EAD-portal.de) the whole world of electrical engineering, automation and digitization in industrial Production.

Learn more on www.ead-portal.de

GENERAL TERMS AND CONDITIONS (T&Cs) OF TROPAL MEDIA GMBH FOR THE INSERTION OF ADVERTISEMENTS

1. Scope of validity

(1) These general terms and conditions (T&Cs) apply to the insertion of advertising material on the Web portals operated by Tropal Media GmbH. They govern the relationship of Tropal Media GmbH – henceforth referred to as the contractor – vis-à-vis the respective customer in relation to the assumption and processing of these advertising orders.

(2) The validity of any general terms and conditions of the customer is excluded. This also applies in cases where the general terms and conditions of the customer have not been expressly objected to by the customer.

(3) The contractor is entitled to change its general terms and conditions at any time. Changed general terms and conditions are considered to have been accepted by the customer if the customer does not object to them within one month following announcement of the changes in writing or by mail.

2. Advertising order and advertising material

(1) An advertising order within the meaning of these general terms and conditions is a contract for the insertion of advertising material or several pieces of advertising material on one or more Web portal(s) operated by the contractor.

(2) Advertising material within the meaning of these general terms and conditions may, for example, consist of one or more of the cited elements: an image and/or text, sequences of tones and/or moving images (e.g. advertising banners, whitepapers, webcasts, product entries) or a sensitive area which upon clicking it establishes a connection to other data located in the customer's realm using an online address cited by the customer (e.g. a link).

(3) Advertising material which cannot be identified as such due to its arrangement or design will be clearly indicated as advertising by the contractor.

3. Contract conclusion, customer

(1) A contract is essentially concluded through a confirmation of the order issued in writing or via email by the contractor, or comes into effect

when the advertising material transmitted by the customer is used on the contractor's Web portal for the first time.

(2) In these general terms and conditions, a customer refers to a direct contractual partner. This could be an agency which places advertising orders on its own behalf and on its own account for an advertiser, or an advertiser which places advertising orders with the contractor itself directly.

(3) If an agency becomes a customer and a direct contractual partner of the contractor, then the contractual relationship with the advertiser belongs exclusively to the agency; no contractual relationship exists between the contractor and the advertiser.

(4) In exceptional cases where an agency does not act on its own behalf and on its own account, but instead as a proxy for the advertiser, then it must notify the contractor of this in writing or by mail prior to inserting advertising material for the first time by citing the name and contact data of the advertiser. If this notification is not provided, the contract will be considered concluded with the agency, and the agency will be considered to be the customer within the meaning of these general terms and conditions.

4. Supplying data

(1) The customer is obligated to transmit the fault-free – in a technical and indeed any other sense – advertising material, which in particular complies with the technical specifications of the contractor, at least five working days before the agreed time of publication.

(2) For unsuitable or damaged advertising material, the contractor will immediately request a replacement as soon as it realises this.

(3) In the event of delays due to the transmission of unsuitable or damaged advertising material, or delayed delivery of advertising material, the extra costs incurred will be invoiced in accordance with the price list. If orderly fulfillment of the advertising order is no longer possible in such instances, there will be no reimbursement in the form of a credit note.

(4) If the customer wishes to change its advertising material or the customer bears responsibility for a change being required, then the costs involved in this will be billed to the customer.

5. Blocking and rejecting

(1) The contractor reserves the right to reject or to block advertising orders if their content violates laws, government regulations, the rights of third parties or court judgements, or their content has been contested by the German Advertising Standards Council in complaint proceedings, or if insertion is unreasonable for the contractor due to the content of the advertising material, its origin or its technical design.

(2) If the customer itself performs subsequent changes to the content of the advertising material that has already been published, or if data to which a link refers is subsequently changed, the contractor is entitled to withdraw the advertising material if the requirements of Paragraph 1 are met.

6. Position of the advertising material

The position of the advertising material is agreed to by the contractor with the reservation that a change to the position can be made on technical grounds. The contractor will not be liable for changes to position based on technical grounds.

7. Safeguarding of rights

(1) The customer provides assurance that it possesses all the rights necessary to insert the advertising material, especially usage rights with respect to claims under copyright, trademark and personal rights, and that the advertising material does not violate statutory regulations, especially youth protection legislation and the penal code, as well as competition regulations. The customer guarantees that the advertising material contains no content which is pornographic, racist, that glorifies violence or war or violates the personal rights of individuals. The customer will indemnify the contractor against all claims from third parties in relation to the advertising order that may occur as a result of the violation of statutory regulations or the rights of third parties. Furthermore, the contractor will be released from the costs involved in any legal defence required. The customer is obligated to support the contractor in good faith with information and documentation in any legal defence against third parties.

(2) The customer transfers to the contractor all types of usage, ancillary and other copyrights required for the use of the advertising in online media, especially the rights to reproduction, distribution, communication, transmission, making available, editing, taking from a database and access, and all this to the extent necessary in terms of time and content for executing the advertising order. The aforementioned rights are transferred in all cases with no geographic restriction and authorise insertion by means of all known processes and all known forms of online distribution.

(3) The customer authorises the contractor to use the advertising order as a reference in an appropriate context and scope and to pass on advertising information to an appropriate extent to recognised market research companies. If the customer does not want to grant such rights, the customer must notify the contractor of this in writing or by mail at the time of contract conclusion.

8. Contractor's guarantee and the obligation to report defects

(1) The contractor guarantees the best-possible reproduction of the advertising material which conforms to the usual technical standards as much as possible, as part of foreseeable requirements. However, this guarantee does not apply to insignificant reproduction or display errors. In particular, this includes errors caused by using unsuitable display software and/or hardware (e.g. browser), disruption to communication networks, unless the contractor is culpably responsible for this, computer malfunction due to system failure, due to incomplete and/or out-of-date content on a so-called proxy, or due to the failure of an ad server which lasts no longer than 24 hours (continuously or combined) within 30 days from the start of the contractually agreed insertion. In the event of a failure of an ad server over a considerable period of time (more than 10% of the booked time) as part of a time-bound fixed booking, the customer's payment obligation ceases for the time period of the failure. Other claims are excluded.

(2) In the event of not insignificant errors as in Para. 1, the customer is entitled to a fault-free compensatory advertisement to the extent to which the purpose of the advertising material was impaired. The compensatory advertisement may take the form of an extension to the advertising time period or compensatory insertion in a compara-

ble setting. The contractor must comply with this upon request with an appropriate time period set by the customer. (3) If the contractor does not meet this request for compensatory advertisement within a period set by the customer, or if compensatory advertisement is not successful or is unreasonable, then the customer has the right to withdraw from the contract or to reduce the price. In the event of an error that occurs during the agreed advertising time period, the advertising time period that has already lapsed must be taken into account or in the event of price reduction or withdrawal.

(4) If errors are attributed to latent defects in the data transmitted by the customer, then the customer is not entitled to any claims. This also applies to errors in repeat advertisement insertions if the customer does not point out the error prior to the next publication.

(5) The customer has the duty to check the advertising material immediately after it has first been inserted and to raise any defects in writing or by mail. The notice for reporting defects is five working days; for obvious defects, this notice period starts when the advertising material is inserted; for hidden defects, upon their discovery.

(6) Claims arising from this guarantee become time-barred within 12 months.

9. Performance disruptions

If the execution of an order fails due to reasons for which the contractor is not responsible – for example, for reasons rooted in the software or for other technical reasons, due to computer malfunction, force majeure, industrial action, due to statutory regulations, disruptions for which third parties are responsible (for example other providers), network operators or service providers, or due to comparable reasons – then the execution of the contract will be made up for later if possible. In the event of making up for execution in appropriate time which is reasonable for the customer once the disruption is resolved, the claim for remuneration of the contractor remains valid.

10. Liability

(1) Claims for compensation due to positive violation of a contractual duty, default at the time of contract conclusion or unlawful handling, only exist in the event of intent or gross negligence on the part of the contractor, its representatives or vicarious agents. This does not apply to the violation of essential contractual obligations. In such cases liability is limited to foreseeable damage. Claims for compensation due to the impossibility of performance and delays are limited to compensation for foreseeable damage in the case of slight negligence.

(2) In the event of gross negligence of a simple vicarious agent, the liability vis-à-vis entrepreneurs is limited to the extent of the foreseeable damage. This does not apply to the violation of essential contractual obligations.

(3) These liability exclusions do not apply to maliciously concealed defects, promised characteristics, liability originating from the German Product Liability Act, physical injury, harm to health or fatality.

(4) With the exception of claims arising from unauthorised actions, the customer's claims for compensation, for which liability is limited based on this point, become time-barred after one year, calculated from the time the statute of limitations begins.

11. Media data and price list

(1) The media data and price lists applicable at the time the order is raised are the basis for calculating remuneration, form an essential component of this contract and can be accessed from the website of the contractor at the URL www.elektro-automatisierung-digital.de.

(2) The contractor reserves the right to make changes to the remuneration provided there is at least three months between the conclusion of the contract and the agreed insertion of the advertising material. The customer must be notified of increases at least one month prior to inserting the advertising material. The customer is entitled to a right of withdrawal which it must exercise within 14 days following announcement of the increase. Once this period has lapsed, the increase in remuneration is considered to be accepted, even for existing advertising orders.

12. Terms of payment

(1) In the event of delays in payment by the customer, or deferral of payment for advertising, the contractor is entitled to levy rates of interest which would be commonly applied in banks. In the event of

return debits, the contractor is entitled to invoice the customer for the costs resulting from this. Furthermore, in the event of payment delays, the contractor can discontinue the execution of a running advertising order until payment is received if it has notified the customer of this by setting a grace period for payment.

(2) If objectively justified doubts exist concerning the ability of the customer to pay, the contractor is entitled to make the execution of an advertising order or the continuation of a running advertising order dependent on advance payments and the settling of outstanding invoice amounts. In such cases, agreed due dates for payments will not be considered.

(3) If the billing of remuneration is based on ad impressions or ad clicks, then the basis for this is the reports from the ad server used by the contractor. Report complaints can only be raised while a piece of advertising material is currently inserted. Complaints are excluded once the final report is obtained.

(4) Invoices are raised on the day the advertising material is inserted for the first time; the payment due date is 30 days after the invoice date.

(5) Net prices are subject to statutory value-added tax; discounts are determined by the price list that applies at the time.

(6) The agency commission is 15 per cent.

13. Termination and cancellation

(1) If the ending of an order is based on a termination, then this must be performed in writing or via email. The same applies to a cancellation prior to commencing the execution of an advertising order.

(2) In the case of running advertising orders, terminations are only possible with a notice period of two weeks to the end of the month.

(3) Free-of-charge cancellation is only possible ten working days prior to the agreed execution of the advertising order at the latest, meaning when the advertising material is inserted for the first time. For cancellations up to five working days prior to insertion, cancellation fees are due amounting to 50 per cent; for cancellations up to three working days prior to insertion, this is 80 per cent. In the case of later cancellations, the entire charge is payable.

14. Data protection

(1) Statutory data protection regulations are taken into account by both parties during the processing of the advertising order.

(2) If the customer obtains or collects data from the insertion of advertising material through the use of special technologies – such as the use of cookies or tracking pixels – then the customer ensures that it will comply with the regulations of the applicable data protection legislation within the course of collecting, processing and using personal data.

(3) If the customer accumulates anonymous or pseudonymous data from accessing the advertising material, it is permitted to evaluate it as part of the respective campaign. Furthermore, the additional processing or use for its own purposes or forwarding on to third parties or the creation of profiles from the usage behaviour of the users of the online portal of the contractor or its use are not permitted to the customer. If the customer is an agency, then the evaluation of data obtained in this way for the advertiser as part of the respective campaign in not forwarding on to third parties.

15. Offsetting / assignment

(1) Offsetting can only occur with undisputed or legally established claims of the customer.

(2) The assignment of claims from the advertising order by the customer requires the prior written consent of the contractor, or sent by mail.

16. Applicable law, court of jurisdiction, place of fulfilment

(1) German law applies exclusively.

(2) The place of fulfilment is where the contractor is based.

(3) The court of jurisdiction is where the contractor is based.