

Media kit 2025



Rate list no. 9
Valid from 1 January 2025

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3 x times a year in
selected truck stops

 **TRI TOP MANAGEMENT**
Agentur für Marketing und Medienprojekte

HUSS-VERLAG GmbH
80912 München

huss



Eberhard Göhrum
Publisher Unterwegs
auf der Autobahn

Dear media decision-makers,

Unterwegs auf der Autobahn is a customer magazine of the truck stops for drivers, which is used free of charge in direct sales at the "Autohof" point of sale. Editorial articles on truck stops, travel and rest, gastronomy, entertainment, politics, safety, premium parking, e-mobility, tolls, fitness, outdoor and much more play a major role in the preparation of the content.

We would be happy to advise you on the possibilities for participation.

With Unterwegs auf der Autobahn, you can reach drivers, professional drivers and travelers directly at the POI "Autohof".

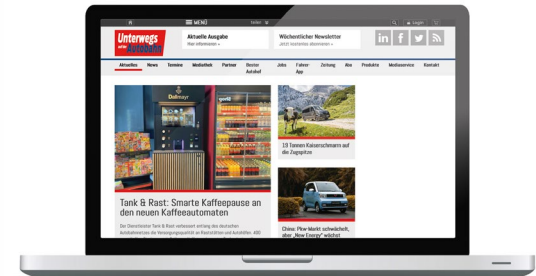
Your Eberhard Göhrum

- 1 **Target group:** drivers, professional drivers and travelers
- 2 **Frequency** 3 times a year
- 3 **Magazine format:** 210 x 297 mm
- 4 **Year of issue:** 9th year of issue 2025 | ISSN-Nr. 2511-7858
- 5 **Publishing company/ Licensor:** HUSS-VERLAG GmbH, Joseph-Dollinger-Bogen 5, 80807 München www.huss.de
- 6 **Publishers:** Eberhard Göhrum and Christoph Huss
- 7 **Processing/ License holder:** TRI TOP Management GbR, Gechinger-Str. 2, 72218 Wildberg, Germany www.tritop-management.de
- 8 **Advertising and distribution:** Eberhard Göhrum (responsible) eg@tritop-management.de | +49 7054-37399-42
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Bianca Scheuermann (Media Consultant, HUSS-VERLAG) bianca.scheuermann@hussverlag.de | +49 89-32391-150
- 7 **Dispo/Graphic:** Thomas Göhrum +49 7054-37399-43 | service@tritop-management.de
- 9 **Editorial:** Eberhard Göhrum (responsible) redaktion@unterwegs-auf-der-autobahn.de







Print



Online



www.unterwegs-auf-der-autobahn.de

Issue	Advertising deadline	Publication date	Editorial topics across the magazine	Other topics and dates
1	28.03.	15.04.	<p>Truck stops, service stations/ Travel & rest: Truck stops, security parking, gastronomy and hotels at the truck stop, roatel, outdoor gyms, sanitary facilities, fast food chains, playgrounds, trucker regulars' tables, events, new openings, etc.</p> <p>Car/van/truck/bus/motorhome: E-mobility, driving reviews, trailers and bodies, special transports, long-distance and touring buses, components, tires and tire services, car washes, workshop</p> <p>Politics/ Transport: Transport policy, driver's license, labor and employment law, logistics, transport & forwarding, traffic legal protection, freight exchange, driving and rest times, parking shortage, mobile telephony</p> <p>Service: Vouchers at truck stops, expenses, fuel credit cards, renting/leasing, navigation and telematics, load securing, vehicle safety, breakdown service, care & cleaning, light & lighting, education and training, insurance, air conditioning & heating, spring and winter check</p> <p>Personality Interviews and opinions from the industry, driver portraits</p>	<p>readers' and experts' choice „BEST AUTOHOF“ Information see page 8</p> <p>ADAC Truck-Grand-Prix, Nürburgring, 10. – 13.07.</p> <p>IAA MOBILITY München, 09. – 14.09.</p> <p>NUFAM Karlsruhe, 25. – 28.09.</p> <p>Driver-Annual Calendar 2026</p>
2	20.06.	07.07.	<p>Entertainment Sights, amusement and adventure parks, city and long-distance travel, museums, exhibitions, musicals, crossword puzzles with raffle</p> <p>Sport Truck Race, Truck Trial, Formel E, DTM and more</p>	   
3	04.11.	24.11.		  <p>Ad format 115 x 115 mm 750 €</p>

Changes may be made at short notice Advertising deadline = print document deadline

Unterwegs auf der Autobahn is a driver magazine that is used as a customer magazine at selected customer and is published jointly by TRI TOP Management and HUSS-VERLAG.

Directly at the POI Autohof our advertisers reach for their communication drivers, professional drivers and travelers.

- 1 **Print run:** 15.500
Distributed circulation: Directly at POI Autohof 15.000
- 2 **Magazine format:** 210 mm wide x 297 mm high
Type area: 185 mm wide x 270 mm high
- 3 **Printing and binding process, print documents:**
Content: web offset Euroscale; cover: sheet-fed offset Euroscale.
Staple binding

Digital ad print documents

Data format: Please send your print document as a PDF file (maximum pdf 1.3). We recommend the international standard PDF/X-1a.

Color space: Printing is done according to the Euro scale in process standard offset printing, using the basic colors cyan, magenta, yellow and black. Special colors are not possible and will be converted to 4c at the pre-press stage.

Color profiles: For ads on the cover **ISOcoated_v2_300_eci.icc**

For ads in the content **PSO_LWC_Standard_eci.icc**

Color profiles can be downloaded from www.eci.org.

Data transfer: by email or WeTransfer to service@tritop-management.de, otherwise by download link (on request).

Preparation of print documents: on request

- 4 **Dates:** see schedule of dates and topics on page 3

Publication frequency: 3 times a year



- 5 **Project responsibility:** TRI TOP Management GbR
Address: Gechinger-Str. 2, 72218 Wildberg, Germany
Internet: www.unterwegs-auf-der-autobahn.de

Ad scheduling: Thomas Göhrum, Phone: +49 7054 37399-43, Fax: -45
Email: service@tritop-management.de

- 6 **Terms of payment:**
Payment within 5 days less 2% discount
or 14 days net without deduction

Bank details:

TRI TOP Management GbR
BW-Bank, Account no. 0008803986, BLZ 600 501 01
BIC-CODE: SOLADEST600
IBAN: DE53 6005 0101 0008 8039 86

- 7 **Advertisement formats (bleed) and rates**

Rates do not include VAT.

Format	width x height (in mm)			4c
	Vertical	Standard	Horizontal	
1/1	210 x 297			€ 3.700,-
Junior Page		150 x 201		€ 3.100,-
1/2	103 x 297		210 x 144	€ 1.850,-
1/3	71 x 297		210 x 101	€ 1.300,-
1/4	56 x 297	103 x 144	210 x 78	€ 1.050,-
1/8	43 x 128*	90 x 62*	195 x 30*	€ 540,-

Other formats available on request | *only in type area

8 Preferential placements:

- 2nd, 3rd and 4th cover page (4c), each € 3.950,-
- Title header ad, format 45 x 58 mm € 1.050,-
- Editorial (1/3 page vertical or horizontal) € 1.450,-
- 1/3 page vertical next to table of contents € 1.450,-
- Titel footer ad on request

9 Ad specials:

Prices and surcharges for special advertising formats on request

Ad Specials

For advertisers who love something special, there are the special advertising formats in the newspaper "Unterwegs auf der Autobahn". These Ad Specials are special forms of advertising that stand out from normal and thus attract increased attention from the reader and generate a response. Some examples are given here.

Contact us if you want to realize individual communication concepts. Together we will develop creative solutions to achieve the best performance for your brand.

Offers and consulting see page 9

Coverstory

With this form of advertising, customers receive the cover image of the issue, as well as three editorial pages in the magazine. Price 5.500 €



10 Inserts: on request (not discountable), loosely inserted,

max. size 200 x 280 mm, prices up to 25 g total weight, 140.- Euro/thousand

11 Discounts: for purchase within one year

Frequency discount		Quantity discount	
3 advertisements	3 %	2 pages	5 %
6 advertisements	5 %	4 pages	10 %
8 advertisements	8 %	6 pages	15 %



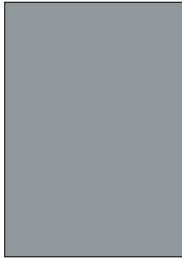
Tunnel ads

Tunnel ads are over two sides including the center bar placed. On the right and left, at least one column remains free for editorial content. Example: 206 x 195 mm



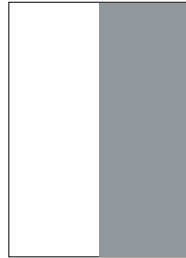
Panorama ads

Panorama ads run over the type area of two pages including the center gutter. In different height and width, maximum 2/1 pages including center gutter. Example: 420 x 98 mm



1/1 page

In bleed 210 x 297 mm*
4c-rate € 3.700,-



1/2 page vertical

103 x 297 mm*
€ 1.850,-



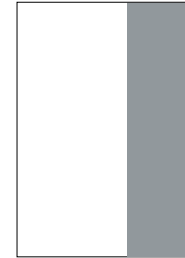
1/2 page horizontal

210 x 144 mm*
€ 1.850,-



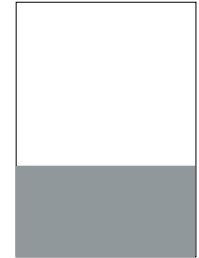
Junior Page

150 x 201 mm*
€ 3.100,-



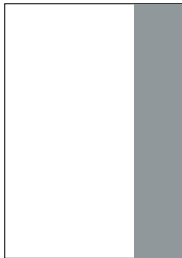
1/3 page vertical

71 x 297 mm*
€ 1.300,-



1/3 page horizontal

210 x 101 mm*
€ 1.300,-



1/4 page vertical

In bleed 56 x 297 mm*
4c-rate € 1.050,-



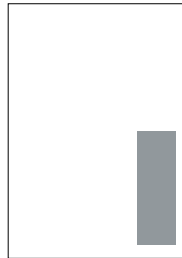
1/4 page standard

103 x 144 mm*
€ 1.050,-



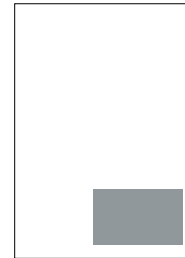
1/4 page horizontal

210 x 78 mm*
€ 1.050,-



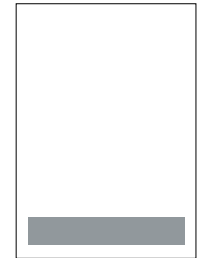
1/8 page vertical

43 x 128 mm**
€ 540,-



1/8 page standard

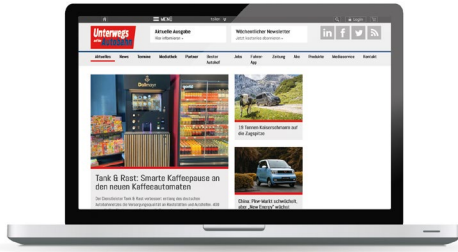
90 x 62 mm**
€ 540,-



1/8 page horizontal

185 x 30 mm**
€ 540,-

Rates do not include VAT. Formats: width x height *plus 3 mm trim on each outer edge ** only in type area



- 1 **Web adresse (URL):** www.unterwegs-auf-der-autobahn.de
- 2 **Brief description:** unterwegs-auf-der-autobahn.de offers entertaining and interesting articles, news and dates around the topics travel and resting with passenger car, truck, transporter and bus
- 3 **Target group:** Drivers and professional drivers of trucks, buses, vans and passenger cars, travelers and passengers, drivers of motor homes.
- 4 **Contact:** Offers and consulting see page 9
- 5 **Access control:** Revive, Matomo
- 6 **Accesses:** Monthly average (publisher information)
Page Impressions: 9.185
Visits: 5.700
Unique users: 5.700
- 7 **Data delivery:** Three working days before placement to tanja.eichholzer@hussverlag.de as GIF (static or animated), JPG, 3rd-Party JavaScript-Redirect, HTML5 (only via Redirect) with a max. size of 150 KB (HTML5 subload up to max. 500 KB)
- 8 **Use of external ad server:** Revive
- 9 **Forms of advertising and rates:** See table on the right
- 10 **Discounts:** On request

Rates do not include VAT.

Abbildungen (ähnlich)	Form of advertising	Formats (WxL)	Placement	Rate for 2 months
	Billboard	max. 980 x 300 pixels (standard 850 x 250 pixels) + mandatory additional mobile Variant up to max. 360 x 225 pixels (standard 300 x 100 pixels)	Directly below the main navigation	€ 850,- (15.000 Pls)
	Half Page right (sticky)	300 x 600 pixels	Outside right or mobile content below	€ 750,- (15.000 Pls)
	Skyscraper (sticky)	160 x 600 pixels	Outside right or mobile content below	€ 600,- (15.000 Pls)
	Half Page left (sticky)	300 x 600 pixels	Left sidebar	€ 200,- (12.000 Pls)
	Rectangle	300 x 250 (up to max. 300 x 300) pixels	Left sidebar or mobile content above	€ 300,- (15.000 Pls)
	Large Mobile (or Half Banner)	300 x 100 (or 234 x 60) pixels	Left sidebar or mobile (partly) content top	€ 200,- (15.000 Pls)



Readers' choice BEST AUTOHOF 2025:

The fourth 'BEST AUTOHOF' reader and expert poll at leserwahl.autohof-guide.de was launched in June 2024.

The BEST AUTOHOF readers' poll honours the commitment of motorway service stations that work around the clock, 365 days a year, to ensure the well-being of their guests. Readers of Unterwegs auf der Autobahn and the AUTOHOF GUIDE have until May 2025 to cast their vote and take part in the online poll. The best motorway service areas will be honoured and awarded prizes in 5 categories such as gastronomy, service, safe parking, price/performance and innovation/sustainability. Of course, business and holiday travellers who take a relaxing rest and break at motorway service areas can also take part in the vote.

For industrial customers we offer individual service packages

to participate communicatively in the election or the award ceremony 2025 including networking. Examples of services:

- Media cooperation with Autohof Guide and Unterwegs auf der Autobahn at reduced advertising rates.
- Partner logo in the election portal incl. short portrait with statement
- Logo display in self-promotion including poster and flyer campaign at truck stops with over 5 million visual contacts
- Logo display at the winner awards and participation in the award ceremony.

Prize participation in Sweepstakes:

If you are interested, you can also participate in the election with a non-cash prize. All prize providers will be visually represented in the election portal with the prizes provided. At the end of the election, we will raffle these prizes among all participants in the competition.

Further information and quotation requests for participation in the readers' choice:

Eberhard Göhrum, Phone +49 7054 - 37399-42 or by email to eg@tritop-management.de



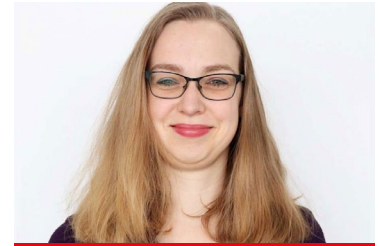
MEDIA CONSULTING | EDITORIAL | DISPOSITION



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Online-Content
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Editorial
Please send press information to
redaktion@unterwegs-auf-der-autobahn.de

Production
Please send print documents to
service@tritop-management.de

General Terms of Business (GTB) for advertisements, third-party inserts and online advertising

- 1. An "Advertisement order"** within the meaning of the following General Terms of Business is an order relating to the publication of advertisements and third-party inserts in a print medium or by means of online advertising for the purpose of distribution. A contract is entered into taking into account the discounts granted according to the rates list. Advertisement orders only become legally binding through written confirmation.
- 2. Publishing time limit:** In case of book, advertisements and third-party inserts must be placed within one year after the contract is signed. If the right to place individual advertisements is granted within the terms of a contract, the order must be completed within one year of the publishing of the first advertisement, provided the first advertisement is placed within the time limit specified in section 1.
- 3. Upon signing a contract** for the publication of advertisements in addition to those specified in the order at the same contractually agreed conditions and/or according to the rates list within the agreed time limit specified in section 2.
- 4. Online advertising** (i.e. websites, newsletters, etc.) is defined by the time period booked. The customer is required to maintain the websites or contracts to which the online advertising is to be linked for the entire period of the contract. With the exception of contractual individual agreements, the values defined by the publisher's banner system regarding visits and page impressions shall be decisive.
- 5. Cancellation of orders:** The customer is liable for orders at its own discretion – including single placements within a larger order. This applies in particular if the content of the advertisement order violates laws or official regulations, if it has been objected to by the German Advertising Council in a complaint procedure, or if its publishing is unreasonable for the publisher due to its content, origin or technical form, or if inserts, due to their size or presentation, give readers the impression of being part of the newspaper, the magazine or the publisher's own website, or contain third-party advertising. The customer shall be informed of the refusal of an advertisement order without delay, once the publisher has become aware of the content in question. Any online advertising that contravenes these regulations can also be subsequently removed from the online advertising.
- 6. Advertising deadlines:** The advertising deadlines stated in the rates lists are not binding for the publisher. The publisher is entitled to alter advertising deadlines at short notice to suit production processes.
- 7. The customer may cancel** previously booked orders up to 14 days prior to the advertising deadline (print) or prior to the beginning of the advertising campaign (online). After this time, cancellation fees amounting to 50 % of the gross price are payable. Cancellations notified after the advertising deadline will be subject to a 100% cancellation fee. Cancellations and withdrawals received after the advertising deadline or after the beginning of the advertising campaign shall take effect the next print edition or the next online campaign at the earliest. Furthermore, advertisement orders may only be cancelled after the advertising deadline or after the beginning of the advertising campaign for important reasons. **Cancellations** can be notified by fax or e-mail.
- 8. Placing advertisements:** Advertisements will be published in specified issues and editions or in specified positions within the publication or the online media, assuming these were agreed upon and confirmed by the publisher in writing, including by fax and/or e-mail. Classified advertisements will only be published in their specific classifications. If no clear placement instruction is given, the publisher is entitled to freely determine the placement.
- 9. Liability for the content of the advertisement:** The customer bears sole responsibility for the content and the legal admissibility of the advertisement and/or the online advertising as well as for the materials provided for this purpose. The customer releases the publisher from any third-party claims made in and/or the inclusion (including the cost of any legal defence), even if the order has been cancelled. The publisher is not required to examine orders or advertisements for infringement of the rights of third parties. The placing of an advertisement order, the advertiser agrees to bear the cost of publishing a counterstatement that relates to factual statements made in the published advertisement in accordance with the applicable advertising rate. Should advertisements appear which were not suspended within the proper time, the customer is not entitled to claim against the publisher.
- 10. Print documents:** The customer is responsible for the timely and proper delivery of the advertisement text in print documents, inserts or online advertising. The deadlines for supplying print documents can be found in the relevant advertising rates list of the publisher.
Transfer of risk occurs with the receipt of the print documents at the publisher's place of business or at one of the publisher's computer servers. The sending of more than two colour samples, the printing documents and the requirement for a print reproduction that deviates from the sample can have an impact on placement and print quality and rule out subsequent complaints.
If possible, however, the publisher will immediately request replacements for obviously unsuitable or damaged print documents.
Return of print documents: Print documents will only be returned to the customer if specifically requested. The mandatory retention period for print documents ends six weeks after the advertisement has been published. Any data carriers containing print samples sent to the publisher become the property of the publisher. These shall only be returned to the customer for a postage fee of €5.00, at the customer's express request and own risk.
Printing size of advertisements: If no instructions on size have been agreed upon or prescribed, the usual printing size for the type of advertisement concerned shall be used as a basis for calculation. If the size of a supplied, ready-to-use print document differs from the size ordered in the advertisement order, the size of the printed advertisement shall apply. Parts of millimetres will be rounded upwards to the next millimetre.
Proof copies will only be provided if requested. The publisher is not obliged to provide corrections to which he is informed within the deadline specified at the time the proof copy was sent. If the customer fails to return the proof copy within the deadline, permission to print is deemed to have been granted. The customer is responsible for the correctness of the returned proof copy.
If print samples or online advertising are transmitted paperlessly to the publisher, either digitally (e.g. floppy discs, CD-ROMs) or by telecommunication (e.g. iSDN, e-mail), the following additional provisions shall apply:
File formats: In the case of online advertising, related files are transmitted digitally, the customer is required to ensure that these files are transmitted and stored in one folder. Advertising samples should only be transmitted in closed files which the publisher cannot change the content. The publisher has the right to refuse to accept open files (i.e. files stored under Corel Draw, QuarkXPress, Freehand). The publisher accepts no liability for the incorrect publishing of printed advertisements that were transmitted in open files.
Online advertising may only be delivered in suitable file formats in coordination with the publisher. The publisher's specifications must be complied with. The publisher accepts no liability for errors in files delivered by the customer.
Colour advertisements: The customer is required to supply a colour proof for digitally transmitted print documents for colour advertisements. Digitally created proofs must include the current version of the FOGRA/JUGRA medium wedge in order to permit a colour match. Proofs must bear an official print control strip. Without a colour proof from the customer, colour variations are unavoidable and cannot be used by the customer as a ground for compensation. In all cases a printout must be sent to the publisher by fax in order to check the advertisement. The customer must explicitly request a correction fax. Conversion within the normal range of tolerance can only be guaranteed if a professional adaptation is performed.
Computer viruses: The customer is responsible that the files transmitted or stored do not contain computer viruses. The publisher is entitled to delete files that contain computer viruses without the customer being able to claim for damages. Furthermore, the publisher reserves the right to claim damages if computer viruses infiltrated via the customer cause damage to the publisher.
- 11. Advertisement samples:** Upon request, the publisher will deliver a copy of the advertisement sample with the invoice. Depending on the nature and scope of the advertisement order, excerpts, sample pages or complete samples may be delivered. If a sample can no longer be obtained, the publisher is instead required to provide a legally binding certification of the publication and distribution of the advertisement.
- 12. Box number advertisements:** Any responses received to box number advertisements will be kept for collection for a period of four weeks or forwarded to the customer by standard mail, even if the letters are registered or urgent. The publisher will send back valuable documents without being required to do so. Otherwise, any mail not collected within the specified period will be destroyed. The publisher reserves the right to open incoming offers in order to eliminate misuse of the box number service for investigation purposes. The customer can authorise the publisher to open responses to box number advertisements.
- 13. Calculation of purchase volumes:** For the calculation of purchase volumes, text millimetre lines will be converted to advertisement millimetres based on rates.
- 14. Additional setting costs:** Any costs incurred for the production of ordered print documents or for major changes desired by the customer to versions of advertisements originally agreed upon, or for which the customer is responsible, shall be borne by the customer. The same applies to any print samples delivered by the customer that generate additional production costs.
- 15. Discounts:** If an order is not fulfilled due to circumstances beyond the control of the publisher, regardless of any other legal obligations, the customer is required to refund the difference between the discount granted and the discount due in accordance with the actual placement volume. The refund will be waived if non-performance is due to force majeure within the publisher's sphere of risk.
- 16. Changes in advertisement rates:** If changes in advertisement rates are made, the new rates are also valid for current orders as from their date of introduction, unless otherwise agreed in writing.
- 17. Differences in advertising rates:** The publisher can determine rates that differ from the rates list for the following: advertisements in publisher's supplements, editorially designed advertisements, advertisements in special publications and collectives, online advertisements and advertisements sold after the advertising deadline.
- 18. Reduced volume of circulation:** If an order covers multiple advertisements, a price reduction can be claimed due to a reduced volume of circulation if the circulation guaranteed in the rates list is 30% below the total average circulation of the previous insertion year according to IWW reports. Furthermore, when placing advertisement orders, the customer agrees that any orders for which damages are excluded. If the publisher has notified the customer of the reduction in circulation in a timely manner sufficient to enable the customer to withdraw from the contract prior to the appearance of the advertisement. The publisher reserves the right to change the number of pages in the publication without the customer being entitled to make claims in this respect.
- 19. Invoices** are payable within 14 days of invoicing, unless another payment period or advance payment has been individually agreed upon. The publisher is entitled to defer or postpone the invoice.
- 20. In the event of late payment or deferment of payment,** the legally applicable interest at the commercial rate of 9 percentage points above the base interest rate of the European Central Bank will be charged from the day on which payment of the invoice is due, as well as a standard charge of 40 euros for damage caused by late payment, which is to be offset against outstanding compensation for damages if the damage is provably higher (e.g. due to legal costs). The standard charge is also due in the event of delayed partial payments or delayed payments in instalments (Section 288 of the German Civil Code (BGB) new version). Payment deadlines for commercial transactions may not exceed 60 days, unless these payment deadlines are not grossly unreasonable for the creditor. If the customer is a consumer, in the event of late payment the interest rate shall be 5 percentage points above the relevant basic interest rate and is also applicable in cases of deferment of payment. The publisher reserves the right to assert a claim for further damage caused by delay brought about by both companies and consumers. However, the contractual partners reserve the right to furnish evidence of lower or higher damage in each individual case. In the event of late payment by companies and consumers, the publisher is entitled to postpone the further implementation of the current order until such time as payment is made and any deferment payment in advance for any further advertisements. Should there be any unjustified doubt regarding the customer's ability to pay, the publisher is entitled to the publication of further advertisements dependent on the advance payment of the due amount and on the settlement of any outstanding invoices, including during the term of an advertisement order, irrespective of any previously agreed payment period.
- 21. Warranty:** If printing errors occur in an advertisement, despite the timely submission of flawless print documents and timely complaint, the customer is entitled to demand either the publication of a faultless replacement advertisement (rectification) or a reduction in the price of the advertisement commensurate with the degree to which the purpose of the advertisement is impaired.
Should any defects in the print documents or images not be immediately recognisable, but only become evident during production, the customer shall have no right to claim in the event of unsatisfactory printing quality. The same applies to errors in advertisements that appear repeatedly, if the customer does not draw attention to the error prior to the beginning of the print advertisement. The publisher is obliged to check the print documents to ensure that they are complete and correct in the event of **online advertising** and warranty is limited to errors in the reproduction of the online form of advertising that occur within the sphere of influence of the publisher, i.e. in particular on the publisher's server. Furthermore, the warranty does not apply to negligible errors, e.g. if the impairment of reproduction does not significantly impair the purpose of the online advertising. The customer is aware that in accordance with the current state of the art it is not possible to provide wholly error-free online advertising reproduction at all times. If the publisher's server breaks down for a significant period of time (more than 10% of the time period booked) in a time-linked fixed booking, the publisher will endeavour to supply the missing media service at a later date or to extend the insertion time, assuming it is not contrary to the interests of the customer. If at all times to ensure to supply the missing media service fails within the originally booked insertion period or after extension of the insertion period, the customer is no longer required to pay for the media service not implemented during that time period, or the average length of the media services not implemented. Any further claims are excluded. Apart from that, an error or fault cannot be said to exist if the length of the breakdown of the server used by the publisher does not exceed 24 hours (either consecutively or cumulatively) within 30 days of the commencement of the contractually agreed placement. If the customer disregards these General Terms of Business or the recommendations of the publisher concerning the production and transmission of digital print documents and online advertisements, he or she is not entitled to claim for incorrect publication of the advertisement. The publisher guarantees the best reproduction of the advertisement technically possible within the given time and the scope of the print samples. **Complaints** of obvious defects must be made in writing by the customer within four weeks of publication at the latest. All warranty rights lapse after 31 December of the year following the publication of the corresponding advertisement or insert.
- 22. a)** Regardless of the legal grounds on which they are based, including tort, the publisher is only **liable** if damages (1) are caused through a culpable breach of an essential obligation of the contract (cardinal obligation) by the publisher in a manner endangering the achieving of the purpose of the contract or (2) are caused by gross negligence or with willful intent on the part of the publisher.
b) The publisher is not liable for damages if the publisher is not liable for gross negligence or willful intent or gross negligence, the liability from the contract shall be limited to the agreed advertisement price.
c) If the publisher is liable in accordance with clause a) (1) or (2) for gross negligence or willful intent by employees or by those who are not organs or executive staff members of the publisher, the liability of the publisher shall also be limited to the agreed advertisement price.
d) The publisher shall not bear liability for indirect damages, consequential harm caused by a defect, or loss of profits and compensation for full expenses insofar as the publisher is not liable for gross negligence or willful intent on the part of organs or executive staff members of the publisher.
e) Otherwise, any liability of the publisher shall be limited to such typical damages, the occurrence of which could be reasonably foreseen under the circumstances known at the time of entering into the contract.
f) The exclusion or limitation of claims in accordance with the above clauses a) to e) includes any claims made against employees or representatives of the publisher.
g) The liability of the publisher does not extend to personal injury, the absence of guaranteed characteristics or in accordance with applicable law shall remain unaffected.
h) The customer is not entitled to claim if the non-availability is based on work or maintenance tasks that are solely performed in the interest of the customer.
i) The publisher does not accept liability for errors caused by telephone or written telecommunication of any kind. Neither shall liability be accepted by the publisher if defects in the print document only become apparent upon reproduction or printing. In this case the customer shall have no right to claim damages for unsatisfactory printing quality. Any additional costs incurred, e.g. through correction of the print documents or for machine downtime shall be charged accordingly.
- 23. a)** **Force majeure** means any industrial accident, configuration, general shortage of raw materials, energy shortage or plant malfunctions release the publisher from the obligation to fulfil orders and payment of damages. However, if the publisher is able to fulfil the orders with 80% of its production quantity sold, the publisher is entitled to full payment for the advertisements published. Lesser services provided should be paid according to the set price per thousand pages in accordance with the quantity sold referred to in the tariff.
b) The publisher's place of business and **jurisdiction** shall be the registered office of the publisher. The agreement is subject to German law. However, mandatory consumer law in the country in which you habitually reside shall remain applicable.

Additional terms of business of the publisher

- Our general and additional terms of business, including confirmation and the applicable valid rates list are decisive for each order. Any differing terms of business shall only apply with the written confirmation of the publisher.
- Advertising agents and advertising agencies** are required to adhere to the publisher's rates list when making offers, finalising orders or invoicing clients. The agent's commission paid by the publisher may not be passed on to the customer, either in full or in part.
- Customers and advertising agencies entering into a business relationship with the publisher for the first time may be required to make **advanced payments** prior to the advertising deadline.
- The customer transfers to the publisher all copyrights and other special rights required for the use of the advertising in print and online media of all kinds (including the internet), in particular for publication, distribution, transmission, broadcasting, extraction from a database and downloading without limitation of time, content or place to the extent necessary for the implementation of the order or orders placed. The client guarantees that he shall transfer these rights of use to the publisher free of rights of third parties, or else shall indemnify the publisher from all rights of third parties, including prosecution costs.

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Trade publications by the HUSS Publishing Group Munich and Berlin

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