

# Media information

## POS MANAGER TECHNOLOGY

English Version

Trade Magazine for IT-Solutions in Retail

## BAUVE MEDIEN

Bahnhofstraße 57 • 86807 Buchloe

Phone: +49 (0 82 41) 99 884-0 • Fax: +49 (0 82 41) 99 884-1 00

E-Mail: info@bauve.de • Internet: www.bauve.de



valid from 01.01. to 31.12.2018

Effective date: From 01.01. until 31.12.2018  
Place of publication: Buchloe

### 1. Magazine format:

210 mm wide, 297 mm high, DIN A4

### 2. Printing space:

185 mm wide, 260 mm high  
Number of columns: 3, column width: 57 mm

### 3. Data supply, printing material, printing and binding process:

See page 5

### 4. Deadlines

Publishing intervals: 6 times a year  
Publication dates  
See date and subject schedule page 6/7  
Copy deadline:  
See date and subject schedule page 6/7

### 5. Publishers

BAUVE Medien GmbH & Co. KG  
Address: Bahnhofstraße 57,  
86807 Buchloe  
Managing director: Ines te Heesen  
Publishing director: Hannelore Syptroth

Telephone: +49 (0) 8241 99 884-0  
Fax: +49 (0) 8241 99 884-100  
Internet: www.bauve.de  
E-mail: info@bauve.de

#### Editorial Board:

Carolin Kober  
telephone +49 (0) 8241 99 884-150  
fax +49 (0) 8241 99 884-100  
e-mail ck@bauve.de

#### Media Advice:

Angelika Eigner  
telephone +49 (0) 8241 99 884-150  
fax +49 (0) 8241 99 884-100

Format	Number of columns	Width x height in mm	Standard rate €	2 times appearance 3 % €	3 times appearance 5 % €	4 times appearance 10 % €	5 times appearance 15 % €	6 times appearance 20 % €
1/1 4c	3	185 x 260	4.070,00	3.948,00	3.866,50	3.663,00	3.459,50	3.256,00
1/2 4c	3 or 1 1/2	185 x 128 or 90 x 260	2.450,00	2.376,00	2.327,50	2.205,00	2.082,50	1.960,00
1/3 4c	1 or 3 or 2	57 x 260 or 185 x 84	1.790,00	1.736,00	1.700,50	1.611,00	1.521,50	1.432,00
1/4 4c	1 1/2 or 3	90 x 128 or 185 x 62,5	1.470,00	1.425,90	1.396,50	1.323,00	1.249,50	1.176,00
1/6 4c	1 or 3	185 x 40	1.130,00	1.096,10	1.073,50	1.017,00	960,50	904,00

## 6. Terms of payment:

Payable without deduction on receipt of invoice.  
Bank details:  
See invoice  
Sales tax identification number: DE 258 218 141  
Tax ID: 140/152/03308

## 7. Advertisement sizes and prices (see page 2):

Legal valid sales tax has to be added to all prices.

<p><b>Format 1</b> 1/1 page</p>	<p><b>Format 2</b> 1/2 page cross</p>	<p><b>Format 3</b> 1/2 page high</p>	<p><b>Format 4</b> 1/3 page high</p>
185 x 260 mm	185 x 128 mm	90 x 260 mm	57 x 260 mm
210 x 297 mm	210 x 147 mm	104 x 297 mm	71 x 297 mm
216 x 303 mm	216 x 150 mm	107 x 303 mm	74 x 303 mm
<p><b>Format 5</b> 1/3 page cross</p>	<p><b>Format 6</b> 1/4 page high</p>	<p><b>Format 7</b> 1/4 page cross</p>	<p><b>Format 8</b> 1/6 page cross</p>
185 x 84 mm	90 x 128 mm	185 x 62,5 mm	185 x 40 mm
210 x 104 mm	104 x 147 mm	210 x 81,5 mm	210 x 58 mm
216 x 107 mm	107 x 150 mm	216 x 84,5 mm	216 x 61 mm

Basic formats

Bleed formats (trimmed format)

Additional bleed per sheet edge 3 mm

## 8. Additional charges for special positions:

1. Cover picture	€ 700,-
2. Cover page	€ 550,-
3. Cover page	€ 550,-
4. Cover page	€ 550,-
Binding prescribed positions on request: But at least 10% of the standard rate in each case.	

## 9. Colour surcharges

Per colour	€ 150,-
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## 10. Format surcharges: Without calculation

Sole advertisements: Not possible

## 11. Job and classified advertisements:

50% of the standard rate

## 12. Discounts:

For orders within a contractual year

(starting with the publication of the first advertisement)

Schedule for	2 times publication	3 %
discount by frequency	3 times publication	5 %
	4 times publication	10 %
	5 times publication	15 %
	6 times publication	20 %
Schedule for	2 pages	5 %
discount by volume	4 pages	15 %
	6 pages	20 %

No discounts for additional technical costs.

## 13. Bound inserts:

Before acceptance and confirmation of order, it is required to submit an obligatory sample if necessary a dummy magazine with indication of weight and size. These samples have to be designed according to the mailing regulations so they cannot be confused with the editorial matter. The placing of bound inserts depends on the technical possibilities.

Formats: 1 sheet (= 2 pages)	216 x 303 mm
2 sheets (= 4 pages)	432 x 303 mm
3 sheets (= 6 pages)	620 x 303 mm
one page is folded,	
4 sheets (= 8 pages)	2 x 2 sheet
Other sizes on request.	

Prices: 2 pages	€ 4.070,-
4 pages	€ 4.220,-
6 pages	€ 4.370,-
8 pages	€ 4.520,-

Partial format bound inserts on request.

Bound inserts have to be submitted untrimmed, multiple sheet bound inserts have to be submitted in folded form.

The front page of the bound insert has to be labelled.

Bound inserts have to be designed in such a way that additional treatment and editing is omitted. Complications and additional folding, or collage work are charged separately. Delivery date: 8 days before publication at the latest.

## 14. Supplements

Before acceptance and confirmation of order, it is required to submit an obligatory sample if necessary a dummy magazine with indication of weight and size. These samples have to be designed according to the mailing regulations so they cannot be confused with the editorial matter. The placing of bound inserts is carried out in accordance with the technical possibilities.

Technical data: Supplements are enclosed as loose inserts. Maximum size 200 x 290 mm. They have to be designed in such a way that additional editing is omitted. Complications and additional work (e.g. folding) are charged separately. Supplements printed on other material than paper can be only accepted after submission of an obligatory sample and prior approval by the publisher and the postal service.

Prices: Supplement fees up to 25 g total weight, total circulation: € 4.070,- net, over 25 g by arrangement.

Calculated circulation: 11.900 copies plus special circulation. Necessary quantity delivered: 12.100 copies  
Delivery date: 8 days before publication at the latest.

## 15. Pasted postcards, samples, etc:

Postcard paper weight 170 g. Pasted postcards, samples on bound inserts, or full-page advertisements must be additionally calculated as supplements. Before acceptance and confirmation of order, the advertising motive with pasted postcard (position sample, dummy in case of need) must be submitted fivefold. Samples can be accepted only after presentation of an obligatory model and prior approval by the post which is obtained by the publisher.

Formats: The following specifications for postcards are applied

Minimum format: 90 x 140 mm (width x length)

Maximum format: 105 x 148 mm (width x length)

Delivery date: 8 days before publication at the latest

Price: Transferring fees (only full showing possible)

€ 1590 net plus collage costs € 530,-

The pasted edges should be in line with the back side: Please notice:

Printed supplements, objects, samples, electronic data media etc. are charged uniformly. (sample in advance is therefore indispensable)

## 16. Mailing address for bound inserts, supplements and postcards:

Please ask your customer consultant

## Data delivery for MAC and CTP (Computer-to-plate)

- E-Mail
- Wetransfer
- Dropbox

- ▶ Any processing or forwarding of data media will be charged with technical costs in the amount of up to € 100,- plus sales tax if additional expenses occur for the publisher on checking the delivered data due to incomplete, or incorrect advertisement data. Special or accompanying colours are not scheduled.

- Binding type: Adhesive binding

### The following criteria describe applicable data:

- High-End PDF (platform independent) with types changed to curves.
- MAC compatible data
- Postscript-Files in CMYK mode with types changed to curves.
- Picture formats (.tif,.jpg) with a resolution of 240 dpi to 300 dpi.
- Screen width 54 to 60 screen
- The corresponding bleed difference has to be considered with all data and formats (3 mm per trimming edge). A proof which is obligatory for the print is indispensable as a control medium and must be submitted.

### ▶ Applicable MAC data formats

- High-End PDF (platform independent)
- QuarkXPRESS 4.0 / 5.0 / 6.0
- Illustrator CS2, CS3, CS4
- Photoshop CS2, CS3, CS4
- InDesign CS2, CS3, CS4

### ▶ Important notes for PC data formats and PC software

- Generate or export MAC compatible data
- Store Postscript Files in the CMYK mode with types changed into curves
- Picture formats (.tif,.jpg) with a resolution of 240 dpi to 300 dpi, CMYK mode
- The corresponding bleed difference has to be considered with all data and formats (3 mm per trimming edge).
- A proof which is obligatory for the print is indispensable as a control medium and must be submitted.

### ▶ Notes for CTP system and offset transparency

The acceptance of digital advertising and printing materials corresponds with the CTP production principle. Printing films are no longer necessary for this system and can therefore not be accepted any longer.

Printing method:

Offset printing according to Euro-Scala (CMYK)

### ▶ E-mail:

ae@bauve.de

### ▶ In case of technical issues:

+49(0)8241 99 884-150

## 1. Characteristic:

The "POS Manager Technology" is a bilingual (German / English) IT trade magazine which is concerned with technology used at the Point of Sale and in the online shops. Shopping of the future will require a perfect connection between on-line and off-line retailing. Therefore the POS-Manager Technology enhances the multichannel strategy and provides solutions for the stores and web shops. The readers of this magazine can be mainly found in the head offices of trade chains and major retailers. Payment transactions, check-out systems, e-commerce, CRM, digital signage, ERP and mobile devices are only a few of the coverage subjects. The "POS Manager Technology" is completely independent and acts as a scout and mediator of latest technologies for the entire European retail.

## 2. Memberships:

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## 3. Medium:

-

## 4. Editor:

BAUVE Medien GmbH & Co. KG  
Managing director: Ines te Heesen  
Publishing director: Hannelore Syptroth

## 5. Editorial board

Carolin Kober	telephone	+49(0)8241 99 884-150
	fax	+49(0)8241 99 884-100
	e-mail	ck@bauve.de

## 6. Media Advice:

Angelika Eigner	telephone	+49(0)8241 99 884-150
	fax	+49(0)8241 99 884-100
	e-mail	ae@bauve.de

## 7. Issues/year:

20th issue / 2018

Publishing intervals 6 times a year

## 8. Publishers:

BAUVE Medien GmbH & Co. KG

## 9. Address:

Bahnhofstraße 57,  
86807 Buchloe

## 10. Telephone:

+49(0)8241 99 884-0

## Fax:

+49(0)8241 99 884-100

## 11. Internet:

www.bauve.de

## E-Mail (publishing house):

info@bauve.de

## E-Mail (advertisements):

ae@bauve.de

## E-Mail (editorial board):

ck@bauve.de

## E-Mail (production):

ae@bauve.de

## 12. Time and subject schedule :

see page 18/19

## 13. Subscription rates:

### Germany:

€ 44,- incl. 7% of sales tax and shipping costs (retail sale

€ 9,90 incl. 7% of sales tax plus shipping costs)

### Abroad:

€ 44,- excl. of sales tax plus € 22,20 shipping costs

and € 12,50 bank charges\* (retail sale € 9,90 excl. of sales tax plus shipping costs and bank charges\*)

\*not in EU countries



# 2018 Media information

**7** Frequencies and publication dates are subject to change for reasons of topology

Dates:	Subjects / market reviews:	Fairs:	Branches:
<p><b>Issue</b> 1/2018</p> <p><b>Copy deadline:</b> 03.01.2018</p> <p><b>Advertisement deadline:</b> 17.01.2018</p> <p><b>Printing material deadline:</b> 19.01.2018</p> <p><b>Publication date:</b> 07.02.2018</p>	<ul style="list-style-type: none"> <li>• <b>EuroCIS Fair issue including exhibitors' list and extensive product preview on</b></li> <li>• Omnichannel</li> <li>• Artificial Intelligence</li> <li>• Beacons</li> <li>• CRM</li> <li>• ERP</li> <li>• POS devices (cash points, printers, scales)</li> <li>• Payment Trends 2018</li> <li>• Self-Service</li> <li>• RFID</li> <li>• Digital POS media</li> <li>• Commodity assurance</li> <li>• Workforce Management</li> <li>• Mobile Marketing</li> <li>• E-Commerce</li> </ul>	<p><b>EuroCIS</b> 27.02.-01.03.2018</p> <p><b>Internet World</b> 06.03.-07.03.2018</p> <p><b>Logimat</b> 13.03.-15.03.2018</p>	<ul style="list-style-type: none"> <li>• Accessories' shops</li> <li>• Animals requirements shops</li> <li>• Antique shops</li> <li>• Art dealer shops</li> <li>• Bakeries</li> <li>• Banks</li> <li>• Bicycle accessory shops</li> <li>• Bookshops</li> <li>• Butcher's shops</li> <li>• Car dealerships</li> <li>• CDs and record shops</li> <li>• Chemist's shops</li> <li>• Children's fashion shops</li> <li>• Clothes shops</li> <li>• Computer shops</li> <li>• Confectioners</li> <li>• Confectionery</li> <li>• Corsetry</li> <li>• Cosmetics discounters</li> <li>• Decoration shops</li> <li>• Delicatessen shops</li> <li>• Department stores</li> <li>• DIY superstores</li> <li>• Electrics discounters/ radio and TV shops</li> <li>• Fish shops</li> <li>• Flower shops</li> <li>• Food discounters</li> <li>• Footwear stores</li> <li>• Fuel stations</li> <li>• Furniture shops</li> <li>• Gift shops</li> <li>• Glassware and chinaware</li> <li>• Homeware/Haberdashery</li> <li>• Hairdressers</li> <li>• Health food shops</li> <li>• Jewellery</li> <li>• Layette</li> </ul>
<p><b>Issue</b> 2/2018</p> <p><b>Copy deadline:</b> 28.02.2018</p> <p><b>Advertisement deadline:</b> 14.03.2018</p> <p><b>Printing material deadline:</b> 16.03.2018</p> <p><b>Publication date:</b> 04.04.2018</p>	<ul style="list-style-type: none"> <li>• EuroCIS Review</li> <li>• Digitalization</li> <li>• Cashless Payments</li> <li>• Kiosk Systems</li> <li>• Digital Signage</li> <li>• E-Commerce</li> <li>• Mobile Computers</li> <li>• Business Intelligence</li> <li>• POS customer loyalty</li> <li>• Instore Communication</li> <li>• POS marketing</li> <li>• Online Couponing</li> <li>• Emotional Shopping</li> <li>• <b>Market review: Digital Signage</b></li> </ul>	<p><b>Dialog Summit</b> 02.05.-03.05.2018</p> <p><b>Retail Business Technology Expo</b> 02.05.-03.05.2018</p> <p><b>FESPA</b> 15.05.-18.05.2018</p>	<ul style="list-style-type: none"> <li>• Accessories' shops</li> <li>• Animals requirements shops</li> <li>• Antique shops</li> <li>• Art dealer shops</li> <li>• Bakeries</li> <li>• Banks</li> <li>• Bicycle accessory shops</li> <li>• Bookshops</li> <li>• Butcher's shops</li> <li>• Car dealerships</li> <li>• CDs and record shops</li> <li>• Chemist's shops</li> <li>• Children's fashion shops</li> <li>• Clothes shops</li> <li>• Computer shops</li> <li>• Confectioners</li> <li>• Confectionery</li> <li>• Corsetry</li> <li>• Cosmetics discounters</li> <li>• Decoration shops</li> <li>• Delicatessen shops</li> <li>• Department stores</li> <li>• DIY superstores</li> <li>• Electrics discounters/ radio and TV shops</li> <li>• Fish shops</li> <li>• Flower shops</li> <li>• Food discounters</li> <li>• Footwear stores</li> <li>• Fuel stations</li> <li>• Furniture shops</li> <li>• Gift shops</li> <li>• Glassware and chinaware</li> <li>• Homeware/Haberdashery</li> <li>• Hairdressers</li> <li>• Health food shops</li> <li>• Jewellery</li> <li>• Layette</li> </ul>
<p><b>Issue</b> 3/2018</p> <p><b>Copy deadline:</b> 02.05.2018</p> <p><b>Advertisement deadline:</b> 16.05.2018</p> <p><b>Printing material deadline:</b> 18.05.2018</p> <p><b>Publication date:</b> 06.06.2018</p>	<ul style="list-style-type: none"> <li>• Printers</li> <li>• Account cards</li> <li>• Self-Checkout systems</li> <li>• Payment systems</li> <li>• Mobile Payment</li> <li>• Scales</li> <li>• Cross Selling</li> <li>• IT safety</li> <li>• Deployment planning</li> <li>• Online shop</li> <li>• Omnichannel</li> <li>• Online and E-Mail Marketing</li> <li>• Webshop Content</li> <li>• <b>Market review: Cash Point Systems</b></li> </ul>	<p><b>CeBIT</b> 11.06.-15.06.2018</p>	<ul style="list-style-type: none"> <li>• Accessories' shops</li> <li>• Animals requirements shops</li> <li>• Antique shops</li> <li>• Art dealer shops</li> <li>• Bakeries</li> <li>• Banks</li> <li>• Bicycle accessory shops</li> <li>• Bookshops</li> <li>• Butcher's shops</li> <li>• Car dealerships</li> <li>• CDs and record shops</li> <li>• Chemist's shops</li> <li>• Children's fashion shops</li> <li>• Clothes shops</li> <li>• Computer shops</li> <li>• Confectioners</li> <li>• Confectionery</li> <li>• Corsetry</li> <li>• Cosmetics discounters</li> <li>• Decoration shops</li> <li>• Delicatessen shops</li> <li>• Department stores</li> <li>• DIY superstores</li> <li>• Electrics discounters/ radio and TV shops</li> <li>• Fish shops</li> <li>• Flower shops</li> <li>• Food discounters</li> <li>• Footwear stores</li> <li>• Fuel stations</li> <li>• Furniture shops</li> <li>• Gift shops</li> <li>• Glassware and chinaware</li> <li>• Homeware/Haberdashery</li> <li>• Hairdressers</li> <li>• Health food shops</li> <li>• Jewellery</li> <li>• Layette</li> </ul>



# 2018 Media information

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Frequencies and publication dates are subject to change for reasons of topology

Dates:	Subjects / market reviews:	Fairs:	Branches:
<p>Issue <b>4/2018</b></p> <p><b>Copy deadline:</b> 04.07.2018</p> <p><b>Advertisement deadline:</b> 18.07.2018</p> <p><b>Printing material deadline:</b> 20.07.2018</p> <p><b>Publication date:</b> 08.08.2018</p>	<ul style="list-style-type: none"> <li>• Mobile Devices</li> <li>• Loyalty Programs</li> <li>• Store communication</li> <li>• Stocktaking management</li> <li>• ERP</li> <li>• Data Warehousing</li> <li>• Outsourcing</li> <li>• CRM</li> <li>• Omnichannel</li> <li>• Social marketing</li> <li>• Fraud Prevention</li> <li>• Online Payment</li> <li>• Mobile Shopping</li> <li>• <b>Market review: Safety technology</b></li> </ul>	<p><b>Paris Retail Week</b> 10.09.-12.09.2018</p> <p><b>Dmexco</b> 12.09.-13.09.2018</p>	<ul style="list-style-type: none"> <li>• Leather clothes shops</li> <li>• Lighting shops</li> <li>• Menswear shops</li> <li>• Motorbike shops</li> <li>• Music shops</li> <li>• Needlework</li> <li>• Home textile shops</li> <li>• Opticians</li> <li>• Paper and stationery</li> <li>• Perfumeries</li> <li>• Pets requirements shops</li> <li>• Pharmacies</li> <li>• Photographic shops</li> <li>• Recreational sport requirement shops</li> <li>• Sanitary shops</li> <li>• Second Hand Shops</li> <li>• Spirits shops</li> <li>• Sports outfitters</li> <li>• Stationery</li> <li>• Tack shops</li> <li>• Telecommunication/Multimedia shops</li> <li>• Textiles shops</li> <li>• Tobacco products</li> <li>• Toys</li> <li>• Travel agencies</li> <li>• Video stores</li> <li>• Watchmakers</li> </ul>
<p>Issue <b>5/2018</b></p> <p><b>Copy deadline:</b> 05.09.2018</p> <p><b>Advertisement deadline:</b> 19.09.2018</p> <p><b>Printing material deadline:</b> 21.09.2018</p> <p><b>Publication date:</b> 10.10.2018</p>	<ul style="list-style-type: none"> <li>• Digitalization</li> <li>• Mobile Shopping</li> <li>• Tablets and iPads</li> <li>• Receipt and voucher printers for POS and kiosk systems</li> <li>• Digital Signage</li> <li>• Business Intelligence</li> <li>• Cloud Computing</li> <li>• Self Service / Scales, Cash Points</li> <li>• Mobile marketing</li> <li>• E-Commerce</li> <li>• Omnichannel</li> <li>• SEO</li> <li>• <b>Market review: Scanner, Handhelds, Mobile Computers</b></li> </ul>	<p><b>Viscom</b> 31.10.-02.11.2018</p>	<ul style="list-style-type: none"> <li>• Leather clothes shops</li> <li>• Lighting shops</li> <li>• Menswear shops</li> <li>• Motorbike shops</li> <li>• Music shops</li> <li>• Needlework</li> <li>• Home textile shops</li> <li>• Opticians</li> <li>• Paper and stationery</li> <li>• Perfumeries</li> <li>• Pets requirements shops</li> <li>• Pharmacies</li> <li>• Photographic shops</li> <li>• Recreational sport requirement shops</li> <li>• Sanitary shops</li> <li>• Second Hand Shops</li> <li>• Spirits shops</li> <li>• Sports outfitters</li> <li>• Stationery</li> <li>• Tack shops</li> <li>• Telecommunication/Multimedia shops</li> <li>• Textiles shops</li> <li>• Tobacco products</li> <li>• Toys</li> <li>• Travel agencies</li> <li>• Video stores</li> <li>• Watchmakers</li> </ul>
<p>Issue <b>6/2018</b></p> <p><b>Copy deadline:</b> 30.10.2018</p> <p><b>Advertisement deadline:</b> 14.11.2018</p> <p><b>Printing material deadline:</b> 16.11.2018</p> <p><b>Publication date:</b> 06.12.2018</p>	<ul style="list-style-type: none"> <li>• EuroCIS preview 2019</li> <li>• Mobile Solutions</li> <li>• Emotional Shopping</li> <li>• POS cash points</li> <li>• Payment systems</li> <li>• Mobile payments</li> <li>• Cash Management</li> <li>• Price labelling</li> <li>• Weighing and recording</li> <li>• Cross Selling</li> <li>• Human resource management</li> <li>• Omnichannel</li> <li>• Digital marketing</li> <li>• <b>Market review: Printers</b></li> </ul>	<p><b>ISE</b> Februar 2019</p>	<ul style="list-style-type: none"> <li>• Leather clothes shops</li> <li>• Lighting shops</li> <li>• Menswear shops</li> <li>• Motorbike shops</li> <li>• Music shops</li> <li>• Needlework</li> <li>• Home textile shops</li> <li>• Opticians</li> <li>• Paper and stationery</li> <li>• Perfumeries</li> <li>• Pets requirements shops</li> <li>• Pharmacies</li> <li>• Photographic shops</li> <li>• Recreational sport requirement shops</li> <li>• Sanitary shops</li> <li>• Second Hand Shops</li> <li>• Spirits shops</li> <li>• Sports outfitters</li> <li>• Stationery</li> <li>• Tack shops</li> <li>• Telecommunication/Multimedia shops</li> <li>• Textiles shops</li> <li>• Tobacco products</li> <li>• Toys</li> <li>• Travel agencies</li> <li>• Video stores</li> <li>• Watchmakers</li> </ul>

**Definition of market review:**  
Supplier bookings with product photo and product information - bookings are free of charge



# Terms and Conditions of the BAUVE Medien

for advertisements and supplements  
in newspapers and magazines

# 2018 Media information

POS**MANAGER**  
TECHNOLOGY



**1.** In accordance with the following Terms and Conditions, an „advertising contract“ is a contract between BAUVE Medien (“Publisher”) and the customer (“Client”) relating to the publication of one or more advertisements or other advertising media of advertising parties in a newspaper or magazine for purposes of distribution.

**2.** A “conclusion of a contract” is a contract referring to the publication of several advertisements, granting the advertising client the discounts stated in the rate card; whereby the individual advertisements will be published upon call-off. Where it has been agreed upon that individual advertisements may be called off, the contract is to be concluded no later than within one year after publication of the first advertisement, provided that the first advertisement is called off and placed within one year after the conclusion of the contract.

**3.** Where some or several call-offs from an existing contract are not to be fulfilled due to circumstances that are beyond the Publisher’s control, the customer, notwithstanding any further legal obligations, is to reimburse the Publisher with the difference between the agreed-upon rebate and the rebate derived from the actual call-offs. Provided that no further services were delivered relating to the published advertisement, the Client is entitled to a rebate with retrospective effect depending on the actual call-offs of advertisements within one year.

**4.** Editorially designed advertisements are advertisements which are bordered on at least three sides by editorial text and not by other advertisements. Advertisements which, due to their design, are not recognizable as advertisements shall be clearly identified by the Publisher with the word “Anzeige” (“Advertisement”).

**5.** The Publisher reserves the right to reject advertising orders, including individual orders as part of a contract, if their content infringes laws or official regulations, or has been rejected by the German Advertising Council in a

complaints procedure, or the advertisement is such that the Publisher cannot be reasonably expected to publish because of its content, design, origin or technical form, or advertisements contain advertisements of or by third parties. Contracts to publish other advertising media are only binding after a sample has been submitted and approved of. Where an advertisement or other advertising media has been rejected the Client will be informed immediately.

**6.** The Client is solely responsible for ensuring the punctual delivery of error-free printing and suitable printing material. Where printing material is delivered in electronic form the Client is obliged to deliver in due time prior to the placement of correct advertisements, which in particular fulfill the Publisher’s requirement in size and technical format. Costs incurred by the publisher for modifications of the printing material whether desired or for cause, are to be paid by the Client. Agreed upon shall be the usual printing quality for the publication in which the advertisement or other advertising media has been placed, within the scope of possibilities afforded by the printing material. This is only valid in the case that the Client complies with the Publisher’s specifications for the design and transfer of printing material.

**7.** Insofar as the advertisement has not been published in accordance with the statutory requirements and/or performance, the Client is only entitled to a correct substitute publication of another advertising media; but only to the extent in which the purpose of the advertisement or other media have been impaired. The Publisher reserves the right to refuse a substitute publication of other media if this requires an effort which is in considerable discrepancy to the performance interest of the Client, or which can only be carried out by incurring disproportionate costs for the Publisher. Where the Publisher fails to deliver the publication of the substitute advertisement of another advertising media in due time, or if the second advertisement again fails to be error-free, the Client is entitled to a partial reimbursement of the incurred costs

for the advertisement. A cancellation of the contract is not permitted. Claims for not-obvious defects must be asserted within three months after publication. The Publisher is liable for all damages, no matter whether caused by violation of contract agreement or illegal action, according to the following conditions: In case of gross negligence, the liability in commercial transactions is limited to compensation for the typically foreseeable damage; this restriction does not apply where the damage was caused by legal representatives or executives of the Publisher. The Publisher is liable for simple negligence only in case of a breach of a significant contractual obligation. In these cases liability is limited to compensation for the typically foreseeable damage. In case of claims according to the product liability law, as well as a damage of life, body or health, the Publisher shall be liable in accordance with the legal regulations. Claims, except not typically foreseeable claims, are to be asserted within four weeks after receipt of invoice and evidence of payment. All claims against the Publisher for infringement of contract must be asserted within one year of the beginning of the statutory period of limitation, unless they are based upon willful conduct.

**8.** Proof copies shall only be produced on specific request. Delivery in electronic form is cost-free; all costs incurred for print proof copies are to be fully paid by the Client. The Client is responsible for the correctness of the returned proof copies. The Publisher shall consider all corrections which are notified within the deadlines that have been set for advertising or which have been agreed upon when delivering the proof copy.

**9.** The invoice shall be paid within the deadline stated on the invoice, unless another payment deadline or prepayment terms were agreed upon in writing. Payment by cheque is no longer possible as of / since 2017.

**10.** If payment is delayed or deferred, the current bank interest rate and collection fees will be charged. In case of delay in payment the Publisher may suspend the further



execution of the current order until payment is received, and may demand pre-payment for the remaining advertisements. In case of reasonable doubt of the solvency of the Client, the Publisher shall be entitled, even during the term of the order and regardless of the initially agreed payment deadline, to make the publication of further advertisements conditional on the advance payment prior to the advertising deadline and on outstanding payments.

**11.** On request, the Publisher will submit a copy of the advertisement. Depending on the type and volume of the advertising contract, clipped advertisements, sample pages or complete reference copies will be supplied. Where a reference copy can no longer be supplied, the Publisher shall provide a legally binding certification about the publication and distribution of the advertisement.

**12.** The guaranteed circulation is defined as the average circulation as stated in the rate card or otherwise. It is calculated for the year of insertion from the average circulation of the four quarters prior to the year of insertion.

**13.** Place of performance shall be Buchloe in Germany. Place of jurisdiction shall be Memmingen in Germany. Where the Publisher's claims for payment cannot be satisfied by issuing payment reminders, the place of jurisdiction for disputes with non-commercial Clients is determined by the place of residence of the latter. Where the place of residence or usual domicile of the Client, including non-commercial Clients, is unknown at the time a claim is filed or where the Client has transferred his usual domicile to be outside of the scope of the constitutional law, the court of jurisdiction is agreed to be Memmingen in Germany.

#### **Additional Publisher's Terms and Conditions:**

**a)** In case of advertisements (supplements) placed from outside of Germany, the invoice will be submitted without

value added tax under the provision that a tax exemption exists and is recognised. The Publisher reserves the right to charge VAT at the statutory rate if the tax authorities affirm the duty to pay tax for the advertisement (supplement).

**b)** The Publisher is not liable for damages and reduced performance due to circumstances beyond control (i.e. late delivery or no delivery caused by strikes, defensive lock-out and other).

**c)** After the advertising deadline, suspensions, changes of size, format or colours are not possible.

**d)** Media and advertising agencies shall be obliged to conform to the rate card of the Publisher when submitting quotes, contracts and invoices to their advertising clients. The rates stated in the present media data for advertisements and all other advertising media are not refundable. Where a media or advertising agency insists on the payment of a commission fee it has to be added to the rates published. A commission fee granted may not be totally or partially passed on to the agency's clients.

**e)** Where joint discounting is claimed for companies belonging to the Group, written confirmation of a capital participation of more than 50 % is required.

**f)** A commission fee shall only be granted to recognised advertising agencies. Where it is discovered that the agency is not recognised, the Publisher will demand the return payment of any rebate paid.

**g)** Confirmation of contracts via email are legally binding even without signatures.

**h)** The Publisher's Terms and Conditions also apply accordingly for orders for stickers, bound-in supplements and technically special formats. Every contract will only be legally binding after written confirmation by the Publisher.

**i)** In case of a new business relationship the Publisher reserves the right to request advance payment to be made before the advertising deadline.

**j)** The Client bears sole responsibility for the content and legal admissibility of the text and graphic material made available for the insertion. The Client shall be responsible for exempting the Publisher from the claims of third parties that arise against the execution of the contract, even in the case of cancellation of the latter. The Publisher is not required to review orders and advertisements as to whether they breach the rights of third parties.

**k)** In the event of operation breakdowns or in cases due to force majeure, labour disputes, seizures, disruption of transport, a general shortage of raw material or energy supply and similar - both at the location(s) of the Publisher as well as in other companies whose services the Publisher depends upon to execute its responsibilities - the Publisher is entitled to the full payment of the published advertisements provided that the Publisher's medium was delivered with a circulation of 80% based on the average circulation derived from the previous four quarters, or otherwise agreed-to circulation. Where the Publisher's circulation was less than guaranteed or assured, the invoice will be reduced in proportion to the actually released circulation.

#### **l) When procuring contracts, please observe the following:**

In the case of outstanding payment claims from a media agency or advertising agency, irrespective of the cause, the claim shall automatically be passed on to the client. Cancellations are permissible within 7 days upon receipt of written confirmation of the contract and prior to the issuing of the invoice; after which the full amount of the invoice is due. With booking of space after deadline the cancellation term is cancelled.

# 2018 Media information

11 Your contact persons at „POS-Manager Technology“



## Editorial Board



**Carolin Kober**  
 „POS-Manager Technology“  
 Tel.: +49 (0) 8241 99 884-150  
 E-Mail: ck@bauve.de

## Media Advice



**Angelika Eigner**  
 „POS-Manager Technology“  
 Tel.: +49 (0) 8241 99 884-150  
 E-Mail: ae@bauve.de