

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



Advertise  
with us:  
Effective and  
highly visible



[www.european-hospital.com](http://www.european-hospital.com)



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## OVERVIEW

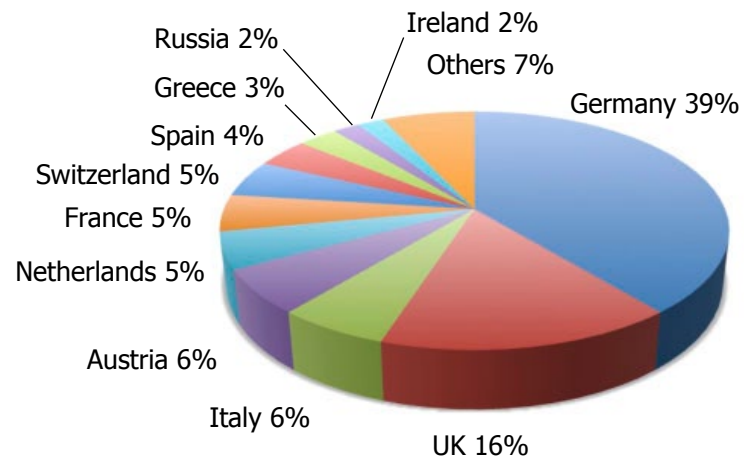
- Facts and Figures
- Statistics

## POSITIONING

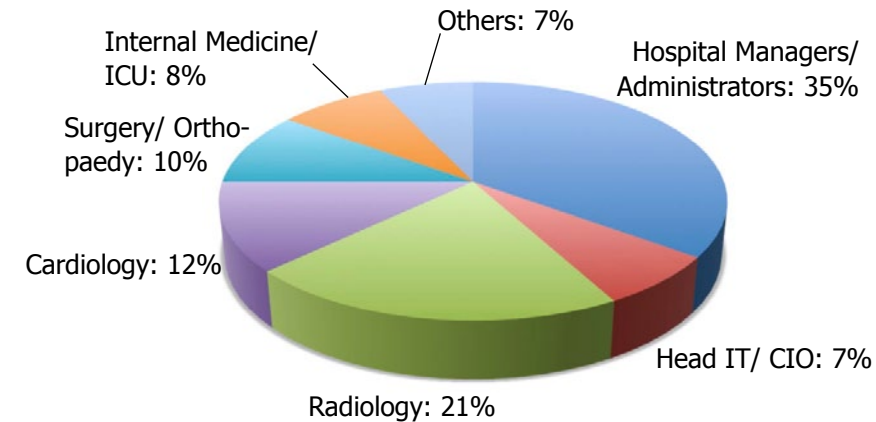
EUROPEAN HOSPITAL online reaches the decision makers, professionals and opinion leaders in the field of healthcare by internet. Our online publication covers news and trends in management strategies, medical technologies, IT & telemedicine, nursing and patient care as well as top clinical information. Hot topics or company news are published in real-time.

EUROPEAN HOSPITAL online is an expert platform and therefore our visitor structure is characterized by intensive and topic-related use: Our website currently receives approx. 15,000 page impressions and 2,000 visitors per day. These visitors read through six pages on average with a visit duration of four minutes.

## VISITORS BY COUNTRY



## BREAKDOWN BY JOB TITLE & SPECIALITY



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012

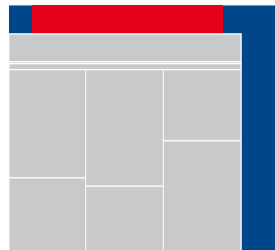


## BANNER OVERVIEW

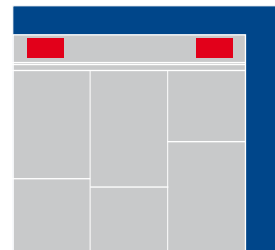
- Leaderboard
- Header Ads
- Product of the Month
- Skyscraper
- Expandable Skyscraper
- Wallpaper
- Content Ad
- Video Ad
- WhitePaperPool

## BANNER OVERVIEW

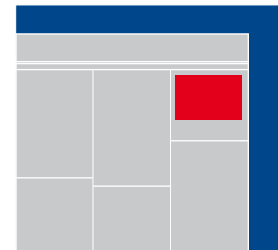
Leaderboard



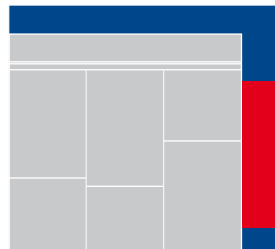
Header Ads



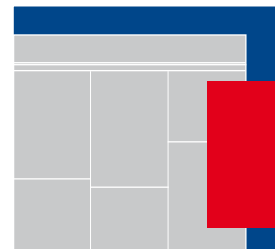
Product of the Month



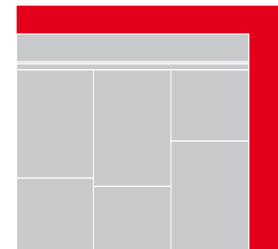
Skyscraper



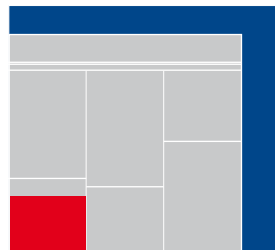
Expandable Skyscraper



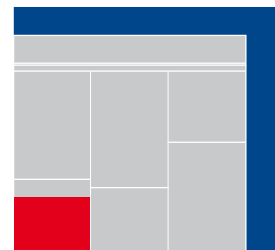
Wallpaper



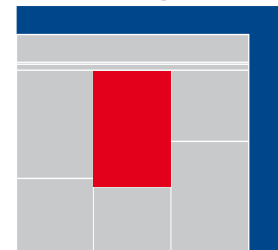
Content Ad



Video Ad



WhitePaperPool



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## LEADERBOARD

- Homepage
- Run of sites

## LEADERBOARD

Located at the top of our website, the Leaderboard is an ideal location to instantly grab the reader's attention.

The Leaderboard offers much space to promote your product.

**Price:** 2.500 EUR/month

**Bannersize:** 728x90px  
**File-Types:** JPG, PNG, animated GIF, Flash SWF

**Flash File Size (k):** 50K  
**Alternate Gif File Size (k):** 50KB  
**Max anim sec's:** 15-20 sec.  
**Sound allowed:** no  
**Rotation:** yes

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



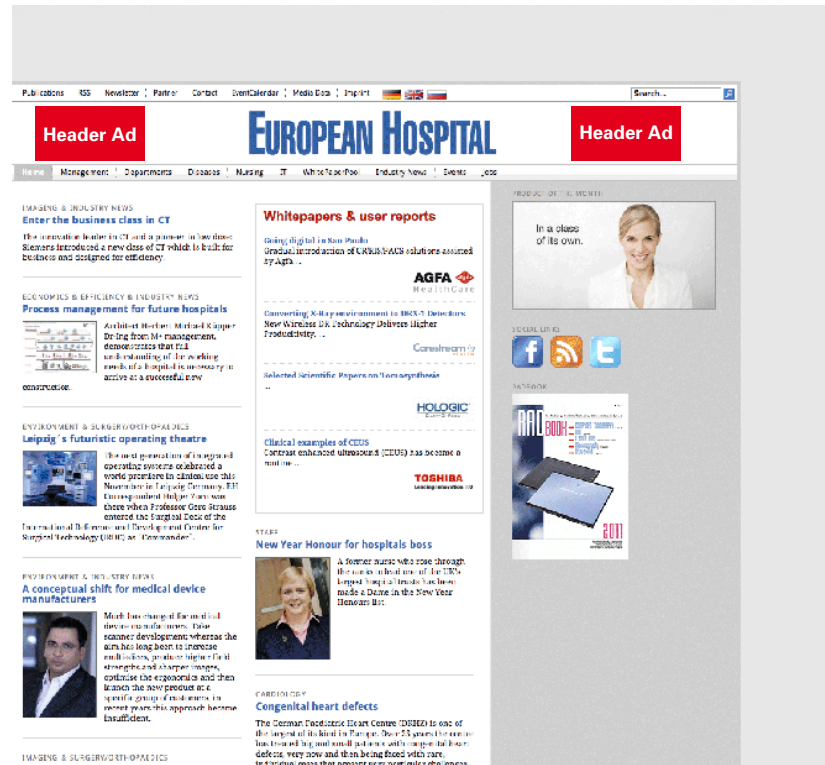
CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## HEADER ADS

- Homepage
- Run of sites



## HEADER ADS

The Header Ads are a good place to advertise your business throughout the entire website.

Two ads will appear concurrently on either side of EUROPEAN HOSPITAL's logo.

The right side ad position should display a complimentary message to the left hand position and may be used for product offers. The ads should be tied together in both the messaging and visual elements. The Header Ads can be seen on every page of the website so promising a high number of page impressions.

<b>Price:</b>	1.900 EUR/month
<b>Bannersize:</b>	130x64px
<b>File-Types:</b>	JPG, PNG, animated GIF, Flash SWF
<b>Flash File Size (k):</b>	20K
<b>Alternate Gif File Size (k):</b>	20KB
<b>Max anim sec's:</b>	15-20 sec.
<b>Sound allowed:</b>	no
<b>Rotation:</b>	yes

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



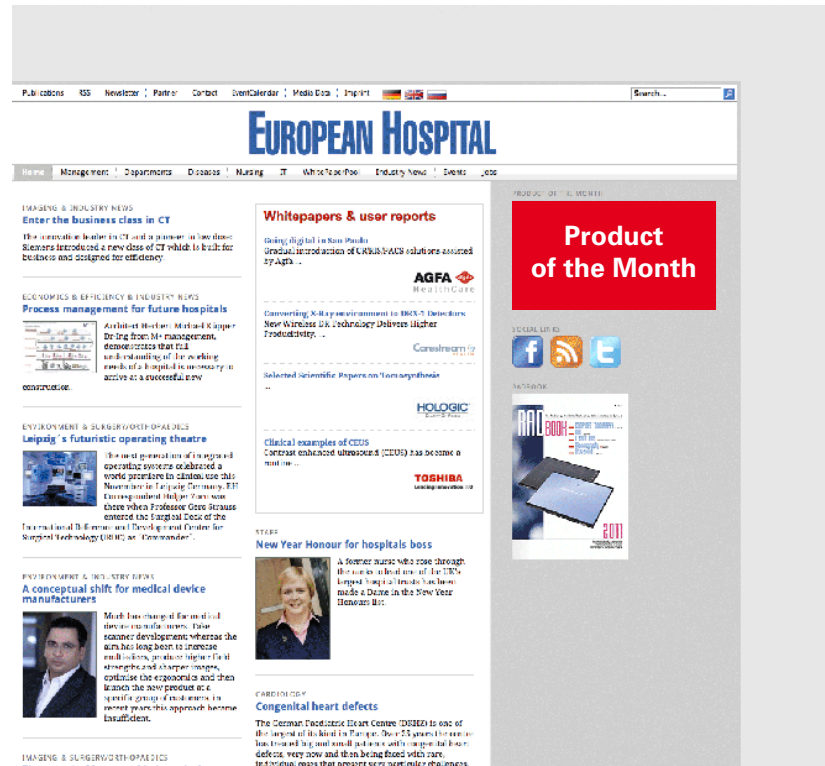
CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## PRODUCT OF THE MONTH

- Homepage
- Run of sites



## PRODUCT OF THE MONTH

The Product of the Month is devoted to a new, and exceptionally designed product/solution in medical technology.

The "POM" will be placed on the most prominent part of the homepage. It can be targeted to a specially designed editorial page consisting of text, images, films and pdf. It offers the unique opportunity to reserve an exclusive space that runs on every page of the website – without rotation.

<b>Price:</b>	2.200 EUR/month
<b>Bannersize:</b>	280x150px
<b>File-Types:</b>	JPG, PNG, animated GIF, Flash SWF
<b>Flash File Size (k):</b>	50K
<b>Alternate Gif File Size (k):</b>	50KB
<b>Max anim sec's:</b>	15-20 sec.
<b>Sound allowed:</b>	no
<b>Rotation:</b>	no

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## SKYSCRAPER

- Homepage
- Run of sites

Skyscraper

## SKYSCRAPER

The Skyscraper is a tall advertisement and it is placed on the right hand side next to content. Its extra-large format makes it very prominent and immediately visible for the user.

**Price:** 2.800 EUR/month

**Bannersize:** 160x600px  
**File-Types:** JPG, PNG, animated GIF, Flash SWF

**Flash File Size (k):** 50K  
**Alternate Gif File Size (k):** 50KB  
**Max anim sec's:** 15-20 sec.  
**Sound allowed:** no  
**Rotation:** yes

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## EXPANDABLE SKYSCRAPER

- Homepage
- Run of sites



## EXPANDABLE SKYSCRAPER

As soon as the user mouse taps over the Skyscraper, it expands to full size. As soon as the mouse cursor moves off the banner, it returns to its original format.

<b>Price:</b>	4.500 EUR/month
<b>Bannersize:</b>	160x600px (collapsed) 400x600px (expanded)
<b>File-Types:</b>	JPG, PNG, animated GIF, Flash SWF
<b>Flash File Size (k):</b>	80K
<b>Alternate Gif File Size (k):</b>	80KB
<b>Max anim sec's:</b>	15-20 sec.
<b>Sound allowed:</b>	no
<b>Rotation:</b>	yes

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)

expandable-skyscraper Javascript-calls: `adexpand()`; `adcollapse()`;



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## WALLPAPER

- Homepage
- Run of sites



## WALLPAPER

Appearing on the outer frame of our webpage, this space allows you to be visually creative and mount a campaign that is highly visible.

The wallpaper offers advertisers the opportunity to brand a website for a month by leveraging traditionally unused portions of the page.

Rendering out of a 728x90 ad unit, the wallpaper covers the right hand rails on a page as well as a header area at the top of the page.

**Price:** 5.900 EUR/month

**Bannersize:** 888x690px

**Visible area:** 728x90px  
160x600px

**Flash File Size (k):** 120K

**Alternate Gif File Size (k):** 50KB

**Max anim sec's:** 15-20 sec.

**Sound allowed:** no

**Rotation:** no

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



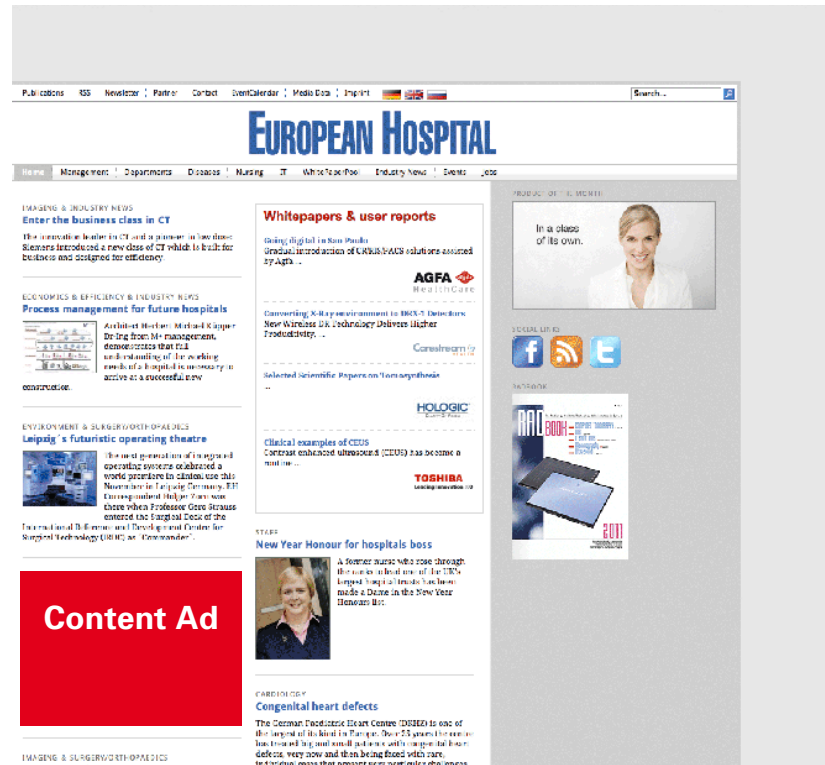
CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## CONTENT AD

- Homepage



## CONTENT AD

Placed eye-catchingly on the homepage in the content area the Content Ad immediately draws attention. Its placement within the editorial setting ensures additional attention.

**Price:** 1.500 EUR/month

**Bannersize:** 300x200px  
**File-Types:** JPG, PNG, animated GIF, Flash SWF

**Flash File Size (k):** 50K  
**Alternate Gif File Size (k):** 50KB  
**Max anim sec's:** 15-20 sec.  
**Sound allowed:** no  
**Rotation:** yes

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



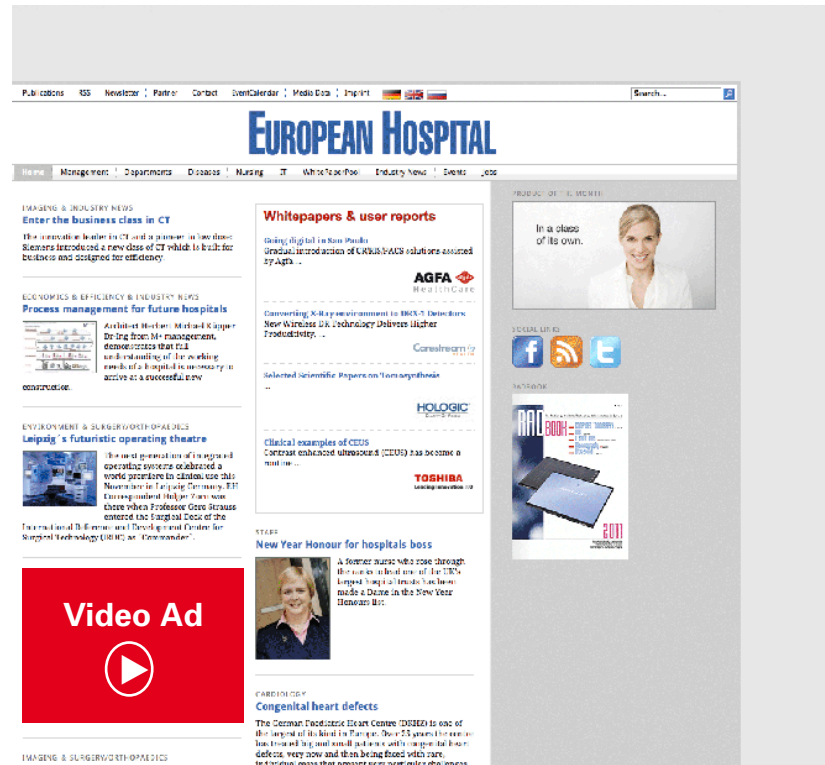
CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## VIDEO AD

- Homepage
- Run of sites



## VIDEO AD

Streaming ads add another dimension to any promotion and they are ideally suited for highlighting events or product launches. The interactive advertisement is played as soon as the website opens.

The custom-branded content video is placed in the content area on our homepage. Additionally it can be placed within the list of articles of a special thematic section. For individualized offers, please contact us.

**Price:** 2.200 EUR/month

**Bannersize:** 300x200px  
**File-Types:** FLV or MPEG-4 (H.264 encoded) video file or Flash SWF with embedded Player

**Flash File Size (k):** 5MB  
**Max anim sec's:** 30 sec.  
**Max count of loops:** 1  
**Sound allowed:** yes  
**Rotation:** yes

Please make sure that the target url is considered as part of flash swf files. For Flash-Development-Guidelines please refer to: [http://www.adobe.com/resources/richmedia/tracking/designers\\_guide/](http://www.adobe.com/resources/richmedia/tracking/designers_guide/)



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## WhitePaperPool

- Homepage
- Run of sites

The screenshot shows the European Hospital website interface. At the top, there's a navigation bar with links like 'Publications', 'RSS', 'Newsletter', 'Partner', 'Contact', 'EventCalendar', 'Media Data', 'Imprint', and a search box. Below the navigation is the 'EUROPEAN HOSPITAL' logo and a secondary menu with categories like 'Home', 'Management', 'Departments', 'Diseases', 'Nursing', 'IT', 'WhitePaperPool', 'Industry News', 'Events', 'Jobs', and 'DOTmed'. The main content area features a 'Whitepaper' section with a featured article 'Going digital in Sao Paulo' by AGFA HealthCare. The article includes a video player and text about the gradual introduction of CR/RIS/PACS solutions. To the right, there's a 'PRODUCT OF THE MONTH' section featuring a woman and a 'BUY / SELL' section for 'DOTmed' ultrasound products. Below the main article, there are 'Related articles' and 'Selected products' sections, including images of Agfa CR 30-X and Agfa HealthCare DRVSTAR 5505.

## WhitePaperPool

The WhitePaperPool is the ideal place for companies to present their technical reports or case studies in a dedicated area on the website. WhitePapers are displayed as e-papers – opened by a click on the entry. The WhitePapers, articles from our database, product information and much more – are “pooled” to form a specialized market place for your healthcare systems, products and solutions. Here you can also showcase pilot projects, company strategies and product developments.

Accompany the different phases of your customers' purchasing process with relevant content and tailor-made focus topics.

### Prices for WhitePaper

1 WhitePaper:	€ 375
5 WhitePaper:	€ 1.500
WhitePaper-Flat:	€ 2.750

File format: pdf set up as individual pages, 4 to 8 A4 pages

To support your White Paper(s) your company data are entered into the WhitePaperPool free of charge.

### Prices for WhitePaperPool

**Company** – We present your company portrait

You provide the copy:	€ 120
We create the copy for you:	€ 75 /h
You require changes to your company data:	€ 75 /h

**Products** – Upload of different formats Product shots and accompanying product specifications: € 120

File format: jpg and Word for the copy

### Video

File format: flv, .mpeg, .mp4, upload via youtube

€ 50



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## NEWSLETTER ADS

- Monthly Newsletter
- 7 Placements possible

**EUROPEAN HOSPITAL**  
THE EUROPEAN FORUM FOR THOSE IN THE BUSINESS OF MAKING HEALTHCARE WORK

**Sponsor Ad**

**Newsletter TOP TEN/2011**

Dear Mrs. Newsletter-Recipient,

Before you go off to enjoy your Christmas weekend we would like to present the ten most frequently read articles of 2011. Our readers' selection ranges from cloud computing to personalized molecular medicine.

We look forward to welcoming you online again in 2012 to share the most exciting medical and technological developments with you.

We wish you merry Christmas and a happy New Year!


Your EH-online team

---

**Imaging**


**Breast imaging in 2025**

*Personalised molecular medicine will be delivered - Mark Nicholls reports*

 A leading radiologist is forecasting a 'paradigm shift' in breast imaging. Dr Peter Brader, from Department of Radiology, Division for Molecular and Gender Imaging, Medical University Vienna, envisages that diagnosis and treatment will move from a 'one size fits all' approach to one of personalised molecular medicine by 2025. He also foresees greater use of theranostics with combinations of targeted diagnostic and therapeutic agents that work sequentially or in tandem. [Read more...](#)

**Content Ad**

**The pancreas as we've never seen it before**

 Professor Ulf Ahlgren and associates at Umeå University in Sweden are a leading research team in the world in the development of

**Events**

01/08/2012 - 01/07/2012  
**1st International Conference on Drug Therapy in TB Infection**  
Edinburgh, UK

## EUROPEAN HOSPITAL NEWSLETTER

The newsletter is distributed monthly to approximately 19,000 registered recipients. Additionally, we regularly send daily newsletters with up to date congress reports in line of the following events: European Congress of Radiology (ECR), MEDICA, RSNA.

### Newsletter XXL-Button:

Exclusively placed next to the intro-text on the top of the newsletter.

**Price:** 400 EUR (200 EUR in combination with a POM advertisement on the homepage)

**Bannersize:** 160x200px

### Sponsor Ad:

Placed directly below the newsletter header.

**Price:** 800 EUR (400 EUR in combination with a banner placement on the homepage)

**Bannersize:** 468x60px

### Content Banner 1:

Placed within the content following the first article.

**Price:** 400 EUR (200 EUR in combination with a banner placement on the homepage)

**Bannersize:** 468x60px

### Content Banner 2:

Placed within the content following the third article.

**Price:** 400 EUR (200 EUR in combination with a banner placement on the homepage)

**Bannersize:** 468x60px

### Button Banners:

Placed next to the content.

**Price:** 150 EUR

**Bannersize:** 160x60px

**Flash animation is not possible because most of the mail programmes do not support that format. eBlast on request possible.**



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## CONTACT



Daniela Zimmermann  
Managing Director  
Phone: +49 201 87 126 851  
eMail: dz@european-hospital.com



Denise Hennig  
Managing Editor EH-online  
Phone: +49 201 87 126 972  
eMail: dh@european-hospital.com



Meike Lerner  
PR & Communications  
Phone: +49 201 87 126 850  
eMail: ml@european-hospital.com



Karoline Laarmann  
Journalist  
Phone: +49 201 87 126 849  
eMail: kl@european-hospital.com



Janka Hoppe  
Administrative/Circulation Manager  
Phone: +49 201 87 126 853  
eMail: jh@european-hospital.com



Eric Jund  
France, Italy, Spain  
Phone: +33 493 58 77 43  
eMail: ejund@b2bportales.com



Hannah Wizer  
Israel  
Phone: +972 3 6955367  
eMail: hw@european-hospital.com



Ralf Mateblowski  
Germany, Austria, Switzerland  
Phone: +49 6735 912 993  
eMail: rm@european-hospital.com



Hanna Politis  
US/Canada  
Phone: +1 301 869 6610  
eMail: hp@european-hospital.com



C.H. Park  
South Korea  
Phone: +82 2 364 4182/3  
eMail: chp@european-hospital.com



Simon Kramer  
GB, Scandinavia, Benelux, France  
Phone: +31 180 62 00 20  
eMail: sk@european-hospital.com



Gavin Hua  
China  
Phone: +86 0755 8132 4036  
eMail: gh@european-hospital.com



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## TERMS & CONDITIONS

### GENERAL TERMS AND CONDITIONS FOR ADVERTISING VIA ONLINE MEDIA

#### 1. Advertising order

(1) An advertising order in terms of these General Terms and Conditions is a contract to place advertising in one or more forms with information and communications services, esp. the internet, for the purposes of distribution, concluded between the principal and European Hospital Verlagsgesellschaft mbH ("EH").

(2) The advertising order is subject solely to these General Terms and Conditions, the media data as well as the technical specifications, all of which constitute essential contractual elements. Any general terms and conditions of the principal or other advertiser are deemed expressly inapplicable to the extent they deviate in any way from these General Terms and Conditions. Analogously orders for advertising placement pertaining to online media or other media are subject to the respective general terms and conditions of the relevant media.

#### 2. Advertising

(1) Advertising in terms of these General Terms and Conditions may be composed of one or more of the following elements, e.g.:

- an image and/ or text, sound and/ or moving images (among other things banners/ buttons),
- a sensitive surface that establishes a connection to other data when activated (clicked) via an online address designated by the principal, subject to the control of the principal (e.g. a link),
- text placed in a newsletter.

(2) Advertising that cannot be immediately recognised as such by virtue of its design will be conspicuously identified as advertising.

#### 3. Conclusion of contract

(1) Subject to individual agreements to the contrary, the contract is only deemed concluded by means of confirmation rendered in writing or by e-mail message or distribution of the order on line.

The General Terms and Conditions also apply to confirmations rendered orally and by telephone.

(2) To the extent orders are issued by advertising agencies, the contract is concluded with the advertising agency, subject to other written agreements. If an advertiser is to be the principal, then he must be identified by the advertising agency. EH is entitled to demand evidence of an engagement from the advertising agency.

(3) Advertising for goods or services from more than one advertiser within the same advertisement (so-called association or collective advertising) requires the conclusion of an additional agreement either in writing or via e-mail message.

(4) No exclusion of competition is possible.

#### 4. Placement

(1) If the principal does not express a placement preference for the advertising, the contract is deemed concluded by confirmation of the scope defined in the order. The advertising is placed with the agreement of the principal. Should this not be possible, EH decides exercising reasonable discretion and giving the greatest possible account to the interests of the principal.

(2) Only spaces stated in the respectively valid price list, resp. technical guidelines will be used for placement of advertising.

#### 5. Completion deadline

If when concluding the contract the principal is granted the right to call-up individual advertisements then the order is to be completed within one year after the contract is concluded.

#### 6. Extension of order

When concluding contracts, the principal is entitled to call up additional advertising beyond that stated in the order within the agreed period and/ or the time limit stipulated under No. 5, subject to available capacity.

#### 7. Reimbursement of discounts

(1) If an order is not fulfilled for reasons beyond the control of EH then the principal is obliged to reimburse EH in the amount of the difference between the discount granted and the discount actually utilised, without prejudice to any other legal duties.

(2) If not otherwise agreed the principal is entitled to claim retroactively his discount of his actual advertising utilised within one year, if he concluded a contract at the beginning of the time limit which entitles him to an discount based on the media data.

(3) The claim for the discount lapses if it is not asserted within three months after the deadline year expired.

#### 8. Data delivery

(1) The principal is obliged to supply proper advertising material, in particular conforming to EH technical specifications in a timely manner prior to publication date. The principal bears the risk for transmission of the material designated for publication, in particular the risk of data loss. Data media, photographs or other documents belonging to the principal will be returned to him upon demand at his own expense and risk.

(2) The duty of EH to retain the advertising materials ends three months after their last publication.

(3) The principal is to bear the costs incurred by EH for changes to the advertising materials desired or caused by him.

#### 9. Refusal authority

(1) EH reserves the right—even in individual call-ups in the context of a contract concluded—to reject or block advertising orders at any time, if

- their content violates the law or government regulations or
- their content is subject to a complaint before the German Advertising Council (Deutschen Werberat) or
- their publication is unreasonable for EH due to the content, origin or technical form.

(2) In particular, EH can withdraw advertising material already published if the principal subsequently changes the content of the advertising material or subsequently alters the data to which the link refers and thus satisfies the conditions of paragraph 1.

(3) If the principal is warned or has already rendered a cease and desist undertaking pertaining to certain advertising content, he is obliged to inform EH of this in writing without delay. If the principal fails to comply with this duty, EH may refuse any and all co-liability for damage arising from a repeated publication of the objectionable advertising.

#### 10. Legal warranties

(1) The principal warrants that he holds all the rights required for placement of the advertising material. The principal indemnifies and holds EH harmless for all third party claims in the context of this advertising order that might arise due to violation of statutory regulations. Furthermore EH is released from the costs of any legal defence that may be necessary. The principal is obliged to support EH in good faith with information and documents for legal defence against third party claims.

(2) The principal assigns EH all the copyrights, licenses, service protection and other rights required for use as advertising in online media of any kind, including the internet, in particular to reproduce, distribute, transmit, send, draw from a database and call-up, for the time and content required to execute the order. In all cases the foregoing rights will be transferred free of restrictions as to location and authorise placement by means of all known technical methods as well as for all known forms of online media.



INFORMATION



PRICES & FORMATS



CONTACT

# EUROPEAN HOSPITAL ONLINE MEDIA DATA 2012



## TERMS & CONDITIONS

### 11. Warranty

(1) EH warrants within the context of predictable requirements the best possible reproduction of the advertising material in compliance with the respectively applicable technical standard. However, the principal takes notice of the fact that it is not possible to produce a programme fully free of errors given the state of the art. The warranty does not apply to immaterial errors.

An immaterial error in the presentation of the advertising material is given in particular if it is caused by  
-use of unsuitable depiction software and or hardware (e.g. browser) or  
-disturbances of the communications network of other providers or

-computer loss due to system failure  
-offerings on so-called proxy servers (interim memory) that are incomplete and/ or have not been updated or  
-by a failure of the ad server of duration not exceeding 24 hours (continuous or cumulative) within 30 days after the contractually agreed placement begins.

In the event of ad server failure for a substantial period (more than 10 percent of the period booked) in the context of a time-based fixed booking, the principal is not obliged to pay for the period of the failure. All other claims are precluded.

(2) In case of inadequate reproduction quality of the advertising material, the principal is entitled to claim a payment reduction or a substitute advertisement free from defects, however only to the extent that the purpose of the advertising material is impaired. In the case of miscarriage or unreasonableness of the substitute advertisement, the principal is entitled to payment reduction or cancellation of the order.

(3) If any defects in the advertising documents are not obvious then the principal has no claims arising from insufficient publication. The same shall apply in the case of errors in repeated advertisement placements if the principal does not give notice of the error prior to publication of the next advertisement placement.

(4) The principal is to review without delay whether the advertisement is published free of error and to give notice immediately of any possible defects. EH assures that immediately after receipt of a defect complaint the reported defect is removed. The principal only has a claim for damage compensation in the case of intent or gross negligence. The principal has the option of either a reduction in payment or publication of a substitute placement in the amount of cost for the defective advertising. Any further liability on the part of EH is precluded.

### 12. Interruption of performance

If an order cannot be performed for reasons beyond the control of EH (such as software conditions or other technical reasons), esp. computer failure, force majeure, strikes, due to statutory provisions, interruptions for which third parties are responsible (e.g. other providers), network operators or service providers or for comparable reasons, the publication of an advertisement may be prevented or postponed without prior notification of the principal. Every obligation of EH to perform the contracts and render compensation for damages expires, in particular no compensation for damages will be rendered for advertising not published or not published on time.

### 13. Liability

(1) Claims for damage compensation arising from active breach of claims; defective contract and tortious actions arise only if intentional and grossly negligent on the part of EH, its representatives or agents. This does not apply to warranted properties and the breach of material contractual obligations; in cases of the latter liability is limited to predictable damage. In cases of slight negligence, claims for damage compensation due to impossibility of performance and default are limited to compensation of the predictable damage.

(2) In case of gross negligence by ordinary performance agents, the vicarious liability toward enterprises limited to the scope of predictable damage. This does not apply to the breach of material contractual obligations.

### 14. Media data

(1) The media data published in the internet at the time of order placement shall apply. The right to change is reserved with respect to enterprises. However, price changes are only valid for orders confirmed by EH if they have been announced at least one month prior to publication of the advertising material.

In the case of a price increase the principal is entitled to withdraw from the contract. The right of withdrawal must be exercised within 5 working days after receiving notification of the price increase.

(2) Discounts are determined according to the respective valid media data. In order to qualify for group discounts, the capital holding in group companies must comprise at least 50%. The claimant has the burden of proving that such a corporate relationship exists.

(3) Advertising agencies and other advertising brokers are obliged to comply with the EH media data in their offers, contracts and invoices with those advertisers.

### 15. Payment default

(1) In the event of payment default or deferral interest in the amount of 4.5% above the respective base rate and collection costs will be computed. EH can postpone further performance of the current order and demand pre-payment for the remaining placement in the event of payment default.

(2) Justifiable doubt as to the principal's liquidity entitles EH to condition the publication of additional advertising material, even during the term of the contract, notwithstanding any payment target originally agreed, on prepayment of the amount and settlement of outstanding invoices.

### 16. Bankruptcy, judicial administration, litigation

In the event of bankruptcy or judicial administration, any discount is deemed expired. In the event of litigation the claim in dispute is again subject to the discount granted.

### 17. Order cancellation/ amendments, writing

Cancellation or amendment of the order including ancillary agreements and amendments to this clause must be in writing and are possible until 5 working days prior to the agreed placement date.

### 18. Data protection

The advertising order will be handled in accordance with the data protection laws currently in force.

### 19. Place of performance/ court of jurisdiction

(1) The place of performance is Düsseldorf.

(2) To the extent permissible, the court of jurisdiction is Düsseldorf. If the principal is not a merchant then the court of jurisdiction is governed by the provisions of the Code of Civil Procedure, to the extent that the domicile or usual place of residence of the principal is unknown at the time suit is filed or the principal has not relocated his domicile or usual place of residence outside the jurisdiction of the law after conclusion of the contract.

### 20. Applicable law

The contractual relationship is subject exclusively to German law.

### 21. Separability

Should a provision of the contract or these General Terms and Conditions be or become invalid the validity of the remaining provisions shall not be affected. The invalid provision is to be construed by such a valid provision that most closely approximates the economic purpose of the invalid provision.



INFORMATION



PRICES & FORMATS



CONTACT