Media Data | Excerpt from Rate Card No. 55, valid from January 1st 2013 for Situations Vacant/ Classifieds

# Deutsches Ärzteblatt

... A high circulation publication that's close to its readers.











Rate Card No. 55, valid from January 1st 2013 for Situations Vacant/ Classifieds

This rate card is valid for business transactions with corporate advertisers.

**Corporate advertisers** are natural persons, legal entities or incorporated partnerships pursuing commercial or independent professional activities with which or whom a business transaction is entered into.

**Private advertisers** are natural persons who do not pursue commercial or independent professional activities with whom a business transaction is entered into.





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# **Media Data**

### **General information**

The **Deutsches Ärzteblatt** is the official publication of the German Medical Association (Bundesärztekammer) and the National Association of Statutory Health Insurance Physicians (Kassenärztliche Bundesvereinigung). It is the only medical publication which is sent out to all physicians in the Federal Republic of Germany. There are three editions:

- Edition A: Medical Practice Edition (practice-based physicians)
- Edition B: Clinic Edition (clinic physicians)
- Edition C: All other physicians

The editorial team's objective is to provide competent and objective information to physicians. The publication's content includes:

- · Current employment, health and social policy reports
- Practical and current medical training courses
- Scientific contributions to medicine
- Publisher's announcements
- Current practically relevant reports from the manufacturing and pharma research sectors
- Further articles on subjects of professional and private interest to physicians: medical practice IT/organisation; commercial, financial, insurance and legal issues; job and career planning; art, music, literature, film and media; travel
- Supplements and special features on various subjects (see Publication Schedule)

The **Deutsches Ärzteblatt** is by far the most widely read publication by medical professionals. As a result of its excellent media performance values, it is the leading advertising medium for advertisers with the target group of physicians.

#### Published in Cologne The official publication of the German Medical Association

Advertisements can be placed in separate editions or a combination of editions. **The classified advertisements are a standard section in all editions**. A combined placement including the zm Zahnärztlichen Mitteilungen, which is published by the same publisher, will ensure that your advertisement is read by all physicians and dentists in Germany.

**Publishing bodies:** German Medical Association (Bundesärztekammer) and the National Association of Statutory Health Insurance Physicians (Kassenärztliche Bundesvereinigung), Berlin

Medium:	Official publication of the publishing bodies
Volume:	110 (2013)
Publisher:	Deutscher Ärzte-Verlag GmbH Dieselstr. 2, 50859 Köln Postfach 40 02 54, 50832 Köln Phone +49 2234 7011-282 Fax +49 2234 7011-244 www. aerzteblatt.de E-Mail rubrikanzeigen@aerzteverlag.de
Editorial department:	Deutsches Ärzteblatt Ottostraße 12, 50859 Köln Phone +49 2234 7011-120 Fax +49 2234 7011-142
Subscription rate:	Annual subscription including VAT€ 291.20Single copy rate:€ 6.30
Circulation (all edi	tions): IVW, 3rd Quarter 2012

Print run:	422,717
Distributed circulation:	420,293

Frequency:	weekly (double issues in the months of January,	Discounts:	Frequency discount	Multipage discount	
	June, July, August, September and December, see		For a minimum number	Commitment	
	Publication Schedule)		of same sized	to at least:	
Deadline for cop	v		advertisements:	3 pages 3 %	
and artwork:	see Publication Schedule		3 advertisements 2 %	6 pages 5 %	
<b>Publication size:</b>	207 mm wide, 280 mm high		6 advertisements 3 % 12 advertisements 5 %	12 pages 10 % 22 pages 15 %	
Live type area:	186 mm wide, 260 mm high		22 advertisements 10 %	44 pages 20 %	
Bleed:	3 mm on each trimmed page		36 advertisements 15 %	66 pages 23 %	
Basic font size:	6 pt. compressed in classified advertisements, only the headline is in bold.	No discount on b	44 advertisements 20 %	88 pages 25 %	
Printing method:	Offset (max. 60 screen and max. 48 screen for classi- fied advertisements). No separate charge for trans- ferring image data files for offset printing.	No discount on bound-in inserts, loose inserts and colour surcharges. The advertiser is retrospectively entitled to a discount on actual inser- tions within the period of one year if an order was placed entitling the			
Binding:	Adhesive binding with head-lay.			1 5	
Classifieds section:	Classified advertisements are published in all editions. Advertisements of less than 100 millime- tres in total size are always published in the classi-	advertiser to a discount as per the rate card at the beginning of the period. Advertisements in different editions and/or combinations will be counted together in the discounting process. Combination adver- tisements are calculated as one single insertion.			
	fieds section, as are all advertisements with classi- fieds-related content (except in supplements).	VAT: All rates are exclusive of VAT at the statutor rate.			

Terms of payment:

Payable net immediately on receipt of invoice.

account no.: 0 101 107 410, sort code: 370 606 15 Postbank Köln, account no.: 192 50 506, sort

Bank account data: Deutsche Apotheker- und Ärztebank Köln,

code: 370 100 50 Agency commission: 10 % of the net rate payable by the advertiser



# **Situations Vacant**

Editions: all editions Target group: All physicians Print run: 370,000

Advertising copy deadline: Wednesday 10 a.m. The deadline may change due to public holidays.

Deadline for proofs: 1 working day before the advertising copy deadline.

Live type area: 260 mm high, 186 mm wide;  $1 \text{ column} = \overline{45} \text{ mm}$ ; 2 columns = 92 mm; 3 columns = 139 mm; 4 columns = 186 mm.

Discounted mm rate for situations vaca	bw/2c*	3c/4c*	
Situations Vacant**	Physicians*** Management*** Science/Research*** International***	€ 11.80 € 11.80 € 11.80 € 11.80	€ 12.50 € 12.50 € 12.50 € 12.50 € 12.50
HR image advertisements	Image/position offered combination – double page		€ 15,000.00
Temporary positions offered		€ 11.80	€ 12.50
Temporary positions wanted	Commercial	€ 11.80	€ 12.50
Positions wanted	Commercial	€ 11.80	
Online job market**	(Minimum format ½ page upright or horizontal)	€ 20.70	€ 23.50

The rates specified include the publication of the advertisement on www.aerztestellen.de.

\* Minimum size for colour advertisements: 100 mm colour printing, DIN 16539, European Scale. Colour sequence: black, blue (HKS 47), red (HKS 25), yellow (HKS 3).

\*\* no discounts

\*\*\* only one, two or four-column formats are available

Multiple insertions to boost the response rate. Situations vacant advertisement with an additional insertion at a special rate!

### Situations Vacant Advertisements Manager +49 2234 7011-282 • stellenanzeigen@aerzteverlag.de

Situations Vaca	ant - Example	es of Size	es		Situat	ions vacant adv	boost the response rate! vertisement with an at a special rate!
Publication size:	207 mm wide :	x 280 mm	high				
Live type area:	186 mm wide : 1040 total mm	x 260 mm	-	Bleed:		3 mm on each tri	mmed page
Column width:	1 column: 2 columns: 4 columns:	45 mm 92 mm 186 mr	wide	Bleed f	ormats:	1/1 page 1/2 page horizon 1 1/2 pages 2 pages	213 mm wide x 286 mm high tal 213 mm wide x 138 mm high 317 mm wide x 286 mm high 420 mm wide x 286 mm high
Advertisement ma	<b>J</b>		-49 2234 70´ -49 2234 70´	11-444 Post	sches Ärzt fach 40 02 2 Köln		zeigen@aerzteverlag.de rztestellen.de
1/1 pa	age			1/2 page upri	ght		1/2 page horizontal
186 x bw/2c	<b>live type area:</b> 260 mm :: € 12,272.00 : € 13,000.00			in the live typ 92 x 260 mm bw/2c: € 6,13 3c/4c: € 6,500	6.00		in the live type area: 186 x 128 mm bw/2c: € 6,041.60 3c/4c: € 6,400.00
1/3 pa	age horizontal			1/4 corner			1/4 page horizontal
186 x bw/2c	live type area: 84 mm :: € 3,964.80 : € 4,200.00			in the live typ 92 x 128 mm bw/2c: € 3,02 3c/4c: € 3,200	0.90		in the live type area: 186 x 62 mm bw/2c: € 2,926.40 3c/4c: € 3,100.00

# Classifieds

Live type area: 260 mm high, 186 mm wide; 1 page = 1.040 mm; 1 column = 45 mm; 2 column = 92 mm; 3 column = 139 mm; 4 column = 186 mm

Editions: all editions Target group: All physicians Print run 3rd Quarter 2012: 370,000

Basic rate (per mm):	sw/2c*	3c/4c*
For a 45 mm wide line	€ 12.50	€ 13.10
Discounted mm rate for advertisements in the following sections:		
In/outpatient cooperations	€ 11.60	€ 12.80
Associations	€ 11.60	€ 12.80
General practice offers (municipal and local authorities only)	€ 11.60	€ 12.80
Practices available – Clinics available – Practices wanted – International practices	€ 11.60	€ 12.80
Practice premises – Practice consultancy services/management – Practice equipment/supplies – Practice IT	€ 11.60	€ 12.80
Training	€ 10.80	€ 11.60
Investments	€ 11.00	€ 12.40
Clinics/spas/sanatoriums - travel	€ 8.80	€ 10.10
Art/antiques	€ 8.80	€ 10.10
Education	€ 8.80	€ 10.10
Properties for sale	€ 8.80	€ 10.10
Leisure/matrimony/partnerships	€ 8.80	€ 10.10
miscellaneous	€ 9.60	€ 10.90
Business online addresses (minimum length 7 mm = 3 lines)	€ 16.50	

# **Other information**

Box number service\*\*

€ 8.00

We invoice a surcharge of  $\in$  2,600.00 in addition to the basic rate for advertisement texts which predominantly refer to a website address.

Advertisements are positioned and invoiced on the basis of text content.

\* Minimum size for colour advertisements: 100 mm colour printing, DIN 16539, European Scale. Colour sequence: black, blue (HKS 47), red (HKS 25), yellow (HKS 3).

\*\* no discounts

#### **Advertisement placement:**

Telefon +49 2234 7011-282, Fax +49 2234 7011-244, rubrikanzeigen@aerzteverlag.de, www.aerzteblatt.de

Deutsches Ärzteblatt	Dieselstraße 2,	Telefon +49 2234 7011-0
	50859 Köln	www.aerzteblatt.de
	Postfach 40 02 54,	www.aerztestellen.de
	50832 Köln	rubrikanzeigen@aerzteverlag.de



# **Online job market**

Advertisements can only be placed in the online job market at www.aerztestellen.de in conjunction with a print advertisement.

Publish your situations vacant advertisement in Germany's largest print and online job market for physicians. Benefit from the wide reach and high acceptance among all the around 415,000 physicians.

# Completely up to date, exemplary content, first-rate media performance data:

- Highest reach, e.g.: clinic physician RPE (readers per edition) 81.1 % (LA-MED 2010, Clinic Physician Study, August 2010)
- Precise target group
- 370,000 copies weekly
- Around 3.4 million page impressions and around 839,515 visits (according to IVW September 2011)
- Print and online at the print rate

#### Online performance profile:

- Biggest online job market
- Targeted vacancy search by function, job content, specialist field and region
- Applicant database with jobmail service
- Own application document management
- Careers advice and much more

Online situations vacant	Publication term	Rate
<b>Online situation vacant</b> (Including standard structure by s	8 weeks pecialisation, function, region and	Included in the print rate including a jobmail service)
<b>Top job of the week</b> (One per specialisation only with p	7 days preferential positioning on the ww	€ 350.00 w.aerztestellen.de portal's landing page and in the hitlist header)
Refresh advertisement (extension of the online advertise)	7 days ment, rate per position)	€ 450.00
Clinic portrait	3 months 12 months	€ 950.00 € 3,100.00
(Individual portrait of a clinic with extra qualification features.)	a direct link to current situations v	vacant and individual extension of the standard structure to includ

It is also possible to publish an image video of your clinic / company on our website. Call +49 2234 7011-258 for further information.

# **Digital printing data transfer**

E-mail:

Advertisements for recruitment section: stellenanzeigen@aerzteverlag.de

Advertisements for other sections: rubrikanzeigen@aerzteverlag.de

# Please include the following details when making e-mail transfers:

- Name of the publication
- Issue number
- Colours
- Size
- Save advertisements under customer name (not under the graphics agency's name or including the word "Advertisement")
- FTP transfer:Compress all data as ZIP or SIT.<br/>Request user name and password from:<br/>+49 2234 7011-290<br/>ftp://anzeigen.aerzteblatt.de

If you experience any problems, please contact: technik@aerzteverlag.de Phone +49 2234 7011-222

## Data storage media: DVD-ROM, CD-ROM

## Delivery address for data storage media:

Deutscher Ärzte-Verlag GmbH, Advertisements Management Dieselstrasse 2, 50859 Köln, Germany

## Please send us your advertisements in PDF format.

Open files make the data exchange process unnecessarily complicated. If you are not able to send us a PDF or EPS file, please create the files in one of the programs specified below.

PDF format is ideal for data exchange and guarantees maximum production reliability. Please generate your PDF files in accordance with the ISO standards, PDF/X-3 or PDF/X-1a.

## **Program software**

QuarkXPress 4-7 for Macintosh or Windows Adobe InDesign for Macintosh or Windows Adobe Photoshop, Adobe Illustrator

## **Microsoft Office**

We do not accept files created in Office programs (Word, Excel, PowerPoint etc.) because they do not provide high-quality printing data.

Our advertisement management team are available to answer any questions you may have at +49 2234 7011-282.

# Deutsches Ärzteblatt

# Publication year 2013 1st half year (valid from January 1st 2013)

lssue	Publication da	te Advertising* copy deadline 10 a.m. in each case	Supplements and special features	In the editions	Advertising copy deadline* 10 a.m. in each case
1/2	Mon 07.01.13	Wed 19.12.12			
3	Fri 18.01.13	Wed 09.01.13			
4	Fri 25.01.13	Wed 16.01.13			
5	Fri 01.02.13	Wed 23.01.13			
6	Fri 08.02.13	Wed 30.01.13	Special feature: Education and teaching	Practice/Clinic	Mon 28.01.13
7	Fri 15.02.13	Wed 06.02.13			
8	Fri 22.02.13	Wed 13.02.13			
9	Fri 01.03.13	Wed 20.02.13	Special feature: PRAXiS Computer & Management	Practice	
10	Fri 08.03.13	Wed 27.02.13			
11	Fri 15.03.13	Wed 06.03.13			
12	Fri 22.03.13	Wed 13.03.13			
13	Fri 29.03.13	Wed 20.03.13			
14	Fri 05.04.13	Thu 26.03.13	Special feature: PRAXiS Computer & Management	Practice	
15	Fri 12.04.13	Wed 03.04.13			
16	Fri 19.04.13	Wed 10.04.13	Supplement: VitaMEDICI	Practice	Wed 03.04.13
17	Fri 26.04.13	Wed 17.04.13			
18	Fri 03.05.13	Wed 24.04.13			
19	Fri 10.05.13	Thu 30.04.13			
20	Fri 17.05.13	Wed 08.05.13			
21	Fri 24.05.13	Wed 15.05.13			
22	Fri 31.05.13	Wed 22.05.13			
23/24	Mon 10.06.13	Wed 29.05.13	Report on the German Medical Association's Ann		11 10 07 10
25	Fri 21.06.13	Wed 12.06.13	Special feature: Education and teaching	Practice/Clinic	Mon 10.06.13
26	Fri 28.06.13	Wed 19.06.13			

# **Deutsches Ärzteblatt**

Publication year 2013 2nd half year

lssue	Publication date	Advertising* copy deadline 10 a.m. in each case	Supplements and special features	In the editions	Advertising copy deadline* 10 a.m. in each case
27/28	Mon 08.07.13	Wed 26.06.13			
29/30	Mon 22.07.13	Wed 10.07.13			
31/32	Mon 05.08.13	Wed 24.07.13			
33/34	Mon 19.08.13	Wed 07.08.13			
35/36	Mon 02.09.13	Wed 21.08.13			
37	Fri 13.09.13	Wed 04.09.13			
38	Fri 20.09.13	Wed 11.09.13			
39	Fri 27.09.13	Wed 18.09.13	Special feature: PRAXiS Computer & Management	Practice	
40	Fri 04.10.13	Wed 25.09.13			
41	Fri 11.10.13	Wed 02.10.13			
42	Fri 18.10.13	Wed 09.10.13			
43	Fri 25.10.13	Wed 16.10.13			
44	Fri 01.11.13	Wed 23.10.13			
45	Fri 08.11.13	Wed 30.10.13	Special feature: MEDICA 2012	Practice/Clinic	
46	Fri 15.11.13	Wed 06.11.13	Special feature: PRAXiS Computer & Management	Practice	
47	Fri 22.11.13	Wed 13.11.13	Supplement: VitaMEDICI	Practice	Wed 06.11.13
48	Fri 29.11.13	Wed 20.11.13			
49	Fri 06.12.13	Wed 27.11.13			
50	Fri 13.12.13	Wed 04.12.13	Special feature: Education and teaching	Practice/Clinic	Mon 02.12.13
51/52	Mon 23.12.13	Wed 11.12.13	_		

\* Advertising copy: the advertising copy deadline is the last date for order placement, text modification and advertising copy delivery.

If proofs are required, advertising copy/ artwork have to be delivered one day before the deadline.

#### General Terms and Conditions for advertising orders Deutscher Ärzte-Verlag GmbH

- 1. An 'advertising order' pursuant to the following General Terms and Conditions is an order placed by an advertiser or other interested party for publication of one or several advertisements in a printed publication for the purpose of dissemination. All advertising orders are processed exclusively in accordance with these General Terms and Conditions. When advertising orders are placed electronically, the advertiser is able to download and/or print out the text of the General Terms and Conditions. General terms and Conditions and/or agreements which deviate from, contradict or supplement these General Terms and Conditions do not form part of the contract, even if we are aware of them, unless we specifically acknowledge their validity. In particular, our failure to object to or reject deviating general terms and conditions shall not lead to their validity being deemed to have been agreed.
- 2. Private advertisers referred to in these General Terms and Conditions are natural persons entering into a business transaction which is not considered a commercial or independent professional transaction. Corporate advertisers referred to in these General Terms and Conditions are natural persons, legal entities or incorporated partnerships pursuing commercial or independent professional activities. Customers referred to in these General Terms and Conditions are both private advertisers and corporate advertisers. The publisher is the owner of these General Terms and Conditions.
- 3. Quotations provided by the publisher are subject to confirmation. By placing an advertising order on the basis of a quotation, the customer offers to enter into a contract with the publisher. The contract does not enter into force until the publisher has provided written order confirmation. Private advertisers who place advertising orders via electronic media will receive confirmation of receipt from the publisher. However, this confirmation of receipt does not constitute binding acceptance of the order. Binding acceptance of electronically placed orders is provided when the publisher explicitly states that it has accepted the order. The publisher is entitled to accept a customer offer to enter into a contract, i.e. an advertising order, within two weeks after submission of the customer offer. Unless otherwise explicitly agreed, any contracted advertisements must be submitted for publication within one year after conclusion of the contract. If the right to submit individual advertisements is granted under the terms of the advertising order, the submission must be carried out within a period of one year from the publisher of the first advertisement 1.
- Advertising orders permit the advertiser to submit advertisements beyond the number of advertisements originally agreed upon, within the contracted time period or as specified in Clause 2.
- 5. If an order is not executed due to circumstances beyond the control of the publisher, the advertiser will reimburse the difference between the discounted price and the price applicable to the actual insertions to the publisher, without prejudice to any other legal rights. There will be no reimbursement if the publisher's non-performance was caused by force majeure.
- 6. An advertiser can cancel advertising orders only for important cause. Advertising orders must be cancelled in writing (by letter, fax or email), with the cancellation notice to be received by the publisher no later than one week before the advertising copy deadline. The publisher will accept no cancellations for inserts or for advertisements for confirmed special positions, including but not limited to inside or outside front/back covers, for reasons for which the advertiser is responsible.
- When determining quantities for discount purposes, millimetres of text lines will be converted into millimetres of advertising space in accordance with the provisions of the rate card.

- 8. Orders for advertisements and inserts placed with the declared intention of being published only in specific issues, in specific editions or in specific locations within the publication must be submitted in time for the publisher to be able to inform the advertiser if the order cannot be executed in the desired manner. Classified advertisements will be printed under the respective classified header; no express agreement is required to this effect.
- Text advertisements are advertisements bordering on text, not on other advertisements, on at least three sides. The publisher is entitled to mark with the word "Advertisement" any advertisements designed so they are not readily recognizable as advertisements.
- 10. The publisher reserves the right to refuse advertising orders including individual submissions under the terms of an advertising contract – and advertising supplement orders on the basis of their technical form or their origin, in accordance with uniform, objectively justified principles, if the contents violate any laws or official regulations or if the publication is unacceptable to the publisher. This also applies to orders placed with agencies, receiving offices or representatives. Orders for inserts will not be binding on the publisher until a sample of the insert has been submitted and approved. Inserts whose form or appearance may give readers the impression that they are an integral part of the publication, or which contain third-party advertising, will not be accepted. The advertiser will be informed immediately if an order is refused.
- 11. The advertiser will be responsible for the punctual submission of the advertising copy and artwork or inserts. The publisher will immediately request new printing data if those received are visibly unsuitable for processing or if they are damaged. The publisher guarantees the guality of printing customary for the assigned publication within the limits set by the nature of the printing data. If the printed advertisement is completely or partially illegible or incorrect or if it has been incompletely printed, the advertiser will have the right to demand a price reduction or a corrected substitute advertisement, but only to the extent that the purpose of the advertisement was impaired. If the publisher does not comply with a reasonable deadline set for this purpose or if the substitute advertisement is again incorrect, the advertiser will have the right to reduce the price or to cancel the contract. The publisher is entitled to decline the advertiser's choice of supplementary performance if it is associated with disproportionately high costs and the other method of supplementary performance would not be associated with any substantial disadvantages for the private advertiser. Corporate advertisers must provide written notification (by letter, fax or email) to the publisher of any obvious defects within two weeks of the advertisement being printed. Timely dispatch of the notification suffices for compliance with the time limit. After the expiry of the two-week time limit the corporate advertiser is not entitled to assert claims in respect of obvious defects. Private advertisers must provide written notification (by letter, fax or email) of obvious defects to the publisher within two months of the time when the defect in the advertisement is discovered. Timely dispatch of the notification suffices for compliance with the time limit. If the private advertiser fails to provide notification of defect, the warranty for obvious defects expires two months after discovery of the defect unless the publisher fraudulently concealed the defect. If supplementary performance fails and the customer chooses to cancel the contract he or she may not assert any additional damages compensation claim in respect of the defect. This does not apply for personal injury (injury to life, limb and health) or damages under the German Product Liability Act (Produkthaftungsgesetz). In such cases, the publisher has unlimited liability. The exclusion of compensation for damages does not apply to damages which are incurred by the customer as the result of the publisher's deliberate or grossly negligent breach of obligation. The publisher shall also be liable for typical damages incurred by the customer as a result of material breach of contract by the publisher in cases of slight negligence on the part of the publisher or its vicarious agents. Material contractual obligations in the above sense are the obligations which are essential to the proper performance of the contract and which contractual partners may routinely expect to be met. Otherwise the publisher's liability for slight negligence is excluded.

- 12. Proofs will be delivered only when expressly requested. The advertiser will be responsible for the correctness of the returned proofs. The publisher will take into account all error corrections submitted within the period set at the time of forwarding the proofs.
- 13. If no specific size is stipulated, invoicing will be based on the actual print size customary for the type of advertisement.
- 14. The offered advertisement rates are binding and based on our rate schedules for private and corporate advertisers. The private advertiser rates published on the website at www.aerzteverlag.de/anzeigenverbraucherpreise are inclusive of VAT at the statutory rate. Unless the advertiser has paid in advance, an invoice will be sent immediately after publication of the advertisement. Invoices are payable without deduction, unless otherwise specified on the invoice. Private advertisers are required to pay invoices within three weeks of the advertisement being published unless they have cancelled the advertisement and corporate advertisers are required to pay invoices upon receipt. As of the expiry of this time limit, the customer is in default of payment. For the duration of default of payment, the private advertiser is liable to pay interest at 5 percentage points above the base rate and the corporate advertiser is liable to pay default interest of 8 percentage points above the base rate.
- 15. Orders by advertising agencies and advertising agents will be accepted in the name of and for the account of the agency/agent. Advertising agencies and advertising agents will be obliged to comply with the publisher's rate card in all their proposals, contracts and settlements with advertisers. In the event of default, the publisher may postpone further execution of the current order until payment has been made and may request advance payment for the remaining advertisements. If there is reasonable doubt regarding the advertiser's ability to pay, the publisher will be entitled, even during the term of the transaction, to make the publication of further advertisements dependent upon advance payment of the amount charged and settlement of unpaid bills, regardless of previously agreed terms of payment.
- 16. Upon request, the publisher will deliver a specimen of the advertisement with the invoice. If a specimen can no longer be procured, a legally binding certification from the publisher regarding the publication and distribution of the advertisement will serve as a substitute.
- 17. The advertiser will be responsible for the production cost for all printing data and drawings ordered and for any considerable changes in agreed versions, which the advertiser may request or be responsible for.
- 18. In the case of a transaction involving several advertisements, a claim to a reduction in price may result from a reduction in the circulation if the total average circulation in the insertion year beginning with the first advertisement is less than the average amount stated in the price list or otherwise, or if no circulation amount is stated is less than the average circulation of issues sold (for trade journals, this can also be the average number actually distributed) in the previous calendar year. A reduction in circulation will grant the right to a price reduction only if it amounts to
  - a. 20% for a circulation of up to 50,000,
  - b. 15% for a circulation of up to 100,000,
  - c. 10% for a circulation of up to 500,000,
  - d. 5% for a circulation of more than 500,000.

All other claims for price reductions will be excluded if the publisher has notified the advertiser of the impending reduction in print run in time to ensure that the advertiser could have cancelled the order before the advertisement was published.

- 19. In the case of box number advertisements, the publisher will collect and forward the communications received with the due diligence of a prudent businessman. Registered and express letters will only be forwarded by surface mail. The publisher can be granted the right, by separate contract, to open incoming offers as a representative and in the declared interest of the advertiser. Letters whose size exceeds A4, as well as goods, books, catalogues and packages, will be excluded from forwarding.
- 20. Artwork will be returned to the advertiser only if expressly requested. Any obligation to safeguard the printing data will cease three months after the order has been completed.
- 21. Legal venue for contracts with corporate advertisers is the place of the publisher's registered office, i.e. Cologne.
- 22. If the advertiser is a registered business, a corporate body under public law or legal entities under public law, the legal venue is the place of the publisher's registered office, i.e. Cologne. The competent courts at the private advertiser's place of residence have jurisdiction over publisher claims which are not collection proceedings. If the corporate advertiser does not have a general legal venue in Germany. Cologne is also the legal venue. If the customer's domicile or habitual residence is unknown at the time when the legal action is brought or the customer's domicile or habitual residence beyond the scope of validity of this law after entering into the contract with the publisher, the legal venue is the place where the publisher has its registered office.
- 23. All legal relationships which are governed by this contract are subject to the laws of the Federal Republic of Germany.
- 24. In the event that any one provision or provisions of this contract, including the provisions of the General Terms and Conditions breaches mandatory laws in full or in part, or is void or invalid for other reasons, the validity of the other provisions shall not be affected. All supplements and amendments to these GTCs must be made in writing.
- 25. The advertiser is herewith informed pursuant to the German Teleservices Data Protection Act (Teledienstedatenschutzgesetz, TDDSG), the German Interstate Media Services Agreement (Mediendienstestaatsvertrag, MDStV), the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and other data protection laws that data which is provided to the publisher under the contractual relationship, particularly personal data provided in connection with order placement and processing, will exclusively be machine-readably stored, processed and used for the purposes specified by the advertiser, unless the advertiser has provided consent to other use, and for the purposes of billing and remuneration. The publisher is entitled to collect, store and use the advertiser's or potential customer's personal data within the scope of order placement and processing and availability queries if this is necessary for the advertiser to use the publisher's services and for the publisher to invoice them. The advertiser may, at no charge, view the personal data which is stored by the publisher. The publisher undertakes to act in accordance with the TDDSG, MDStV, BDSG and other data protection laws by using advertiser data which it becomes aware of as a result of the contractual relationship for the purpose of initiating or processing orders only, unless the advertiser has consented to its use for other purposes, to maintain the confidentiality of such data and to obtain appropriate undertakings from its employees if this is required by law.



# Your contacts at Deutsches Ärzteblatt

## Deutscher Ärzte-Verlag GmbH

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