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# EUWID online. Recycling and Waste Management

[www.euwid-recycling.com](http://www.euwid-recycling.com)



online media data

Valid from 01.04.2008

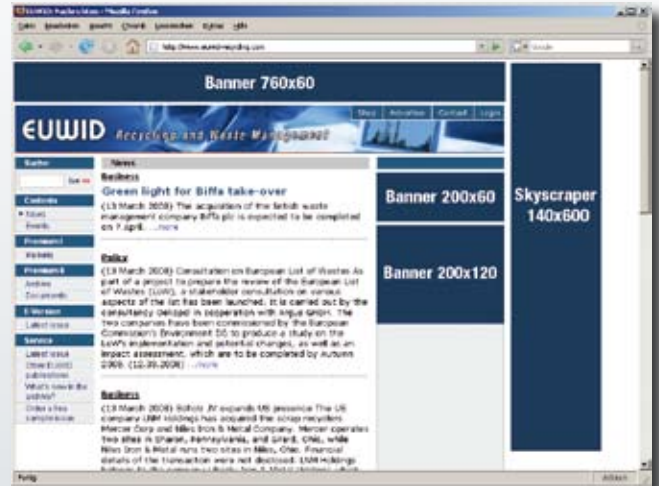
# EUWID Recycling and Waste Management online.

**EUWID Recycling and Waste Management** provides a fortnightly overview of recent developments in the recycling and waste management sector in Europe and world-wide. The publication focuses on the latest business and policy news, covering companies and trade associations, EU and international initiatives, along with relevant court decisions.

EUWID Recycling and Waste Management features the latest European and international recycling and waste industry news, analysis, conferences, trade fairs and seminars.

EUWID Recycling and Waste Management online provides an ideal platform for your banner advertising.

Use this platform to ensure your target-group oriented advertising is noticed by the industry's decision-makers.



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## TECHNICAL DATA – File formats

- Data format: JPEG (\*.jpg), GIF (\*.gif), Flash (\*.swf)
- Size: 72dpi – maximum size for each banner 150kb

## DATA TRANSFER BY E-MAIL

- E-Mail address: [ywestermann@euwid.de](mailto:ywestermann@euwid.de)
- Subject heading: Banner advertising + “sender’s name” + “portal”
- E-Mail text: State here the internet portal that the data applies to, the data format and a telephone number for queries.
- Data: The data are sent in the attachment.

## TECHNICAL ENQUIRIES

- EUWID E-Service: Phone +49 7224 9397-520 Fax +49 7224 9397-620

The publisher accepts no liability for differences in the reproduction of the text. Colours may vary on different screens.

Form of advertising	Positioning	Format in pixels (WxH)	Price EUR/Week	Pages
<b>Title banner</b>	top	760 x 60	100.-	on all possible pages
		375 x 60	60.-	
		140 x 600	120.-	
<b>Skyscraper</b>	right-hand outside edge	140 x 290	70.-	on all possible pages
		140 x 190	60.-	
		140 x 140	50.-	
		140 x 60	40.-	
<b>Side banner</b>	right-hand column	200 x 120	50.-	News section
		200 x 60	40.-	
<b>Side banner</b>	right-hand column	155 x 120	40.-	e.g. calendar of events, recycling mart and other possible pages
		155 x 60	30.-	

Further formats on request

## DISCOUNTS

5%	for	8-weeks	placement
10%	for	12-weeks	placement
15%	for	26-weeks	placement
20%	for	52-weeks	placement

These prices do not include the statutory VAT or, for countries outside Germany, bank charges. Terms of payment: net within 10 days of invoice date.

## ADVERTISING MANAGEMENT

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 Country court Mannheim HRB 530198 · VAT-No.: DE 811680902 · Managing directors: Dr. Martin Katz, Christine Katz

# General Terms and Conditions for Advertising Transactions in Online Media

- 1. Advertising order** – An “advertising order” as defined by the following general terms and conditions is a contract for publication of one or more adverts into information and communication services, especially the Internet, for the purposes of distribution. Only the general terms and conditions and the pricelist of EUWID Europäischen Wirtschaftsstiftens GmbH, which forms a essential element of the contract, shall apply to such advertising orders. The validity of any general terms and conditions of the client or other advertiser is expressly excluded unless they correlate with these general terms and conditions.
- 2. Advertising medium** – An advertising medium as defined by these general terms and conditions may, for example, consist of one or more of the stated elements:
  - an image and/or text or moving image (including banners, skyscrapers)
  - an interactive area which, when clicked, connects to other data for which the client is responsible (e.g. link) using an online address provided by the client.Where the online advertisement is not clearly recognisable as an advertisement, EUWID may make it recognisable as such or demand that this is done, using the word “advertisement” and/or spatial separation from the editorial content in order to make its advertising nature clear.
- 3. Conclusion of the contract** – Subject to any contrary individual agreements the contract comes into being by written or email confirmation of the order. Oral or telephone confirmations cannot be understood as willingness to agree an individual contract. Where advertising agencies place an order, in cases of doubt and subject to other written agreements, the contract shall be considered to have been effected with the advertising agency. Where an advertiser is to become the client, his name must be expressly stated by the advertising agency. EUWID is entitled to demand from the advertising agency reasonable proof of such an assignment.
- 4. Processing period** – If, within the scope of the conclusion of a contract, the right to request individual forms of advertising media is given, the order must be completed within one year of signing the contract.
- 5. Extending the order** – When concluding a contract the client is entitled to request other advertising media beyond the quantity stated in the order within the period agreed or stated in point 4 providing that capacity is available.
- 6. Granting discounts** – If an order is not fulfilled for reasons for which EUWID is not responsible, notwithstanding any other legal duties the client must reimburse EUWID with the difference between the discount granted and the discount for which the actual order is eligible.
- 7. Data delivery** – For improper, especially late delivery or subsequent alteration, no guarantee is provided for the agreed distribution of the advertising media. The client is obliged to supply complete, flawless, and suitable advertising media in good time before publication. EUWID’s obligation to store the advertising media ends three months after its last distribution. EUWID’s costs for alterations requested by the client or such for which the client is responsible must be borne by the client.
- 8. Power of rejection** – EUWID reserves the right to reject or block advertising orders – including requests forming part of an agreement – on the grounds their content, origin or technical form in accordance with uniform, justifiable principles where their content infringes laws or other official regulations or where their publication goes beyond the bounds of what is reasonable for EUWID. In particular EUWID may withdraw an advertising medium that has already been published should the client makes subsequent alterations to the content of the advertising media or data to which a link connects and where such action fulfils the requirements of Paragraph 1.
- 9. Rights guarantee** – The client guarantees and assures EUWID that he possesses all the rights required to publish the advertising medium. The client shall indemnify EUWID from all claims from third parties that may arise due to infringement of legal provisions. Furthermore EUWID is exempted from paying the costs of any essential legal defence. The client is obliged to support EUWID against third parties in good faith with information and documents for legal defence. The client shall pass to EUWID all the usage, service protection, and other rights required under copyright law for using the advertisement in online media of all kinds, especially the right to reproduce, distribute, transfer, transmit, edit, call up and remove from a database to the extent required to fulfil the order with respect to time, location, and content. The rights stated above are transferred in all cases with no geographical restriction and entitle to publication using all familiar technical procedures and all known forms of online media.
- 10. Guarantee** – EUWID guarantees within the scope of predictable requirements to reproduce the advertising media in the best manner possible up to the usual respective technical standards. The client is aware however that using the best available technology it is not possible to produce a perfectly flawless program.

A fault in the representation by the advertising medium is not given particularly where such is the result of

  - use of unsuitable viewing software and/or hardware (e.g. browser) or
  - faults in the communication networks of other operators or
  - computer failure by third parties (e.g. other providers),
  - incomplete and/or not updated offers on so-called proxies

- failure of an ad server not lasting longer than 24 hours (consecutive or cumulative) within 30 days of the start of the publication agreed in the contract.

In the case of failure of the ad server over a substantial period of time as part of a time-bound firm booking, the obligation of the client to pay is waived for the duration of the failure. Additional claims are excluded.

Where the quality of reproduction of the advertising medium is unsatisfactory, the client can claim a reduction in the due payment or publication of a flawless replacement advertisement but only to the extent to which the purpose of the advertising medium was impaired. If the replacement advertisement fails or is unreasonable the client can claim a reduction in the due payment or rescind the contract.

Where faults in the advertising documents are not obvious the client can make no claims for unsatisfactory publication. The same applies to errors in repeated publications if the client does not notify EUWID of the error before distribution of the subsequent advertisement publication.

- 11. Defective performance** – Should an order not be effected for reasons for which EUWID is not responsible (e.g. programming or technical reasons), especially due to computer failure, force majeure, strikes, statutory provisions, faults that are the responsibility of third parties (e.g. other providers), network operators or service providers or similar reasons, the order shall, where possible, be effected later date. Where the order is effected at a later date within a reasonable time after rectifying the fault, EUWID’s entitlement to payment remains unaffected. The client shall be notified of any considerable postponement.
- 12. Liability** – Claims for damages from the positive breach of an obligation, culpability in conclusion of contract (culpa in contrahendo), and prohibited acts can only be asserted in cases of gross negligence and intent by EUWID, its representatives or auxiliary persons. This does not apply to infringement of essential contractual duties; in this case liability is restricted to predictable damages. Claims for damages arising from impossibility to perform and delayed performance are restricted to compensation for predictable damage caused by slight negligence. In the case of gross negligence by an auxiliary person, liability towards companies is restricted to the scope of predictable damage. This does not apply to infringement of essential contractual duties.
- 13. Price list** – The applicable pricelist is the one in circulation at the time the order is placed. EUWID reserves the right to alter these prices. This does not apply to non-businesspeople where the order affected by the change is not part of a framework agreement and is not to be effected later than four months after conclusion of the contract. However, alterations to prices for orders confirmed by EUWID are only effective where notification has been given at least one month prior to publication of the advertising media. In the case of prices being raised, the client has the right to rescind the contract. The right to rescind the contract must be exercised within 14 days of receiving notification of the price increase. Discounts relate to the applicable price list. Advertising agencies and other brokers are obliged to adhere to EUWID’s pricelists in their quotations, contracts and settlements with advertisers.
- 14. Delayed payment** – If payment is delayed or deferred, interest and collection costs shall be charged. EUWID can defer further execution of the current order until payment is received and demand advance payment for the remaining period of publication. Objectively founded doubts concerning the client’s ability to pay entitle EUWID, even during the contractual term, to make publication of other advertising media dependent on advance payment of the due amount and on payment of the outstanding invoice amount regardless of the payment term originally agreed.
- 15. Cancellation of orders** – In principle orders can be cancelled. Cancellation must be received by EUWID in writing. No cost shall be charged to the client provided cancellation is received at least 10 working days before the start of publication. Cancellations received within 10 working days of publication shall incur a flat-rate processing fee of 25 % of the gross accounting amount of the relevant order. The advertising campaign can also be halted where banners and advertisements are already active. The client shall then pay the gross accounting amount in full.
- 16. EUWID’s duty to inform** – Unless otherwise agreed, EUWID is obliged to put the number of times the advertising media is accessed at the disposal of the client within 10 working days of effecting the order.
- 17. Data protection** – The advertising order shall be processed in accordance with the applicable data protection legislation.
- 18. Place of fulfillment / court of jurisdiction** – The place of fulfillment is Gernsbach. The court of jurisdiction is Gernsbach. In transactions between businesspeople, legal entities under public law or public/legal special assets, the court of jurisdiction for lawsuits is the domicile of the publishing company. If the client’s domicile or place of usual residence, even for those who are not businesspeople, is unknown when the suit is filed or if the client has moved his domicile or usual residence to a place outside the jurisdiction of the law after signing the contract, the domicile of the publishing company is agreed as the court of jurisdiction. The laws of the Federal Republic of Germany shall apply exclusively.
- 19. Other** – Where parts or individual phrases do not, no longer, or do not wholly comply with the applicable legislation, the content and validity of the remaining parts of the text shall remain unaffected.