

CONDITIONS FOR ADVERTISEMENTS - Print

1. Scope of application. The conditions for advertisements shall apply to contractual agreements between the Advertiser and Espace Media AG ("Publisher") for advertisement orders, unless otherwise agreed in writing.

2. Orders for, amendments to and suspensions of advertisements must be in writing, however under the terms of these Conditions for Advertisements, a fax or e-mail to the sales division shall meet the written form requirement. Unless otherwise explicitly stipulated to the contrary, the contract shall come into effect only upon the Advertiser's written offer to conclude a contract on the basis of sending a signed order form, the desired advertisement, and the Publisher's acceptance of the advertisement order by written order confirmation. Amendments to and suspensions of advertisements may be made free of charge up until the deadline for acceptance of advertisement orders. Any expenses incurred for print material that has already been processed shall be invoiced. The reproductions and lithographies created by the print centre shall remain the property of the latter. The Publisher shall not be liable for any errors in the transmission of the advertisement orders, amendments and suspensions.

3. Edition and placement wishes shall be accepted in a non-binding manner. The Publisher reserves the right to change the placement location of advertisements on technical grounds, without consulting the Advertiser.

3.1. Placement instructions which are not subject to the standard rates shall be charged an extra fee. They shall be binding only after prior agreement and confirmation.

3.2. If a confirmed placement cannot be upheld due to technical publishing reasons, the Advertiser shall be informed in advance thereof, wherever possible.

3.3. The non-publication of an advertisement, placement of an advertisement in a different location or in a different edition and any delay in delivery due to technical problems, shall not give rise to any compensation claims.

3.4. It is not possible to enter into a non-competition clause.

4. Publication of advertisements/inserts. The Publisher reserves the right at all times to request changes to the contents of the advertisements/inserts or to refuse or suspend advertisements/inserts without being required to state the grounds for doing so.

4.1. Online services (particularly Internet). The Advertiser authorises the Publisher until cancellation, to feed the advertisements into its own or third-party online services or to publish them by other means and to process them for such purposes. The Publisher undertakes to comply with data protection provisions, however it cannot comprehensively guarantee the confidentiality, integrity, authenticity and availability of personal data. The Advertiser is informed that personal data is also downloadable in countries which do not have the same data protection laws as Switzerland. The Advertiser agrees that the advertisements which the Publisher prints, feeds into online services or otherwise publishes, shall not be freely available to third parties. The Advertiser particularly prohibits the uploading, by third parties, of advertisements onto online services without the consent of the Publisher and assigns to the Publisher the right to take the appropriate action to prohibit any form of sale and processing of such advertisements.

5. Political advertisements, which clearly are intended to contribute to or influence public opinion in the run up to elections or ballots, must appear as early as possible before the date of the vote so as to provide opponents with the possibility to place advertisements beforehand. The Publisher's guidelines shall also apply.

6. Publications of editorial content cannot be tied to the placing of advertisements.

7. Liability. The Advertiser is liable for the content of advertisements. It shall have the obligation to comply with the relevant statutory provisions, guidelines and federation rules and regulations of the sector, and shall release from all liability and hold harmless, to the extent legally possible, the Publisher, its organs and auxiliaries from any third-party claims. If the Publisher becomes the subject of court proceedings, the Advertiser shall have the obligation to join the lawsuit after receiving notice thereof. The Advertiser shall in any event be required to bear any judicial or non-judicial costs in connection with third-party claims or actions by the authorities.

8. Right of reply. Requests for a right of reply to advertisements shall be handled by the Publisher in consultation, to the greatest extent possible, with the Advertiser or the PR broker. If the Publisher becomes the subject of legal proceedings, the Advertiser shall have the obligation to join the lawsuit after receiving notice thereof. The Advertiser shall in any event be required to bear any judicial or non-judicial costs in connection with a request for the right to reply.

9. Provisions on layout may be accepted to the extent technically possible. Advertisements must be clearly recognisable as such by readers and clearly distinct from editorial content in terms of layout and font. The Publisher reserves the right to further demarcate advertisements by means of the designations "advertisement", "classified" or "infomercial". The logo or the name of the newspaper may only

be used with the Publisher's written consent; in the case of non-compliance herewith, the Publisher reserves the right to reject orders.

10. Print proofs are only prepared subject to explicit request and insofar as the text and/or graphics for material for print is provided to the Publisher at the latest 1 working day before the publishing deadline. The publication of advertisements shall, as a rule, take place on the prescribed dates, even if print proofs are still outstanding. In the event that a complete print-quality format is used no print proofs are provided.

11. Failures, errors, technical print defects/warranty/liability of the Publisher. The Publisher endeavours to ensure the best possible publication of advertisements under the current technical standards. The Advertiser is informed that current technology does not enable uninterrupted availability of the systems and fault-free publication. The Publisher does not provide any warranties with regard to the availability or freedom from any failure, errors or defect of the publication. Except in cases of gross negligence and wilful harm, the Publisher shall not be liable. The Publisher shall have no liability in respect of any auxiliaries. Liability is further limited to direct damages and to a refund corresponding to the amount paid by the Advertiser for the advertisement concerned or the granting of a corresponding credit-entry for an advertisement order.

There is no warranty for advertisements which are published with defects due to faulty or inappropriate material for print (too fine grids, too fine lines, too fine font, etc), and for deviations from the colour scheme or for changes in placement resulting from the technical specifications of the print process. The same applies to material for print, the quality of which has been queried by the Publisher but which, despite such query, has not been replaced by fault-free material. In the case of vivid colours, there is an appropriate tolerance margin in the colour scheme.

12. Print errors, which do not significantly affect the meaning of the advertisement or the purposes thereof, shall not give rise to a reduction in price. Likewise, no compensation shall be paid for deviations from typographical specifications or missing codes on the insert coupons.

12.1. The currently valid **grammar and syntax** is used by the editors and Publisher. Advertisements received by telephone, without any express request from the client, shall be published according to the valid guidelines.

12.2. There is no liability for **errors in translation of foreign-language submissions**.

12.3. Defective publications, which do significantly affect the meaning of the advertisement or the purposes thereof, give rise to an exemption from payment of the corresponding advertisement placement costs or shall be compensated by the granting of placement space. Any further claims shall be excluded.

13. Notice of defects. The Advertiser must immediately check the published advertisement after the initial publication and immediately provide notice of any defects. If the Advertiser fails to immediately provide notice of any defects, performance of the order shall be deemed to have been approved.

14. Complaints concerning invoicing are only accepted within 10 day of receipt of the invoice. Complaints due to colour bleeds must be made within 3 days of release.

15. The calculation of advertisements is carried out in principle on a line-by-line basis. Where even a millimetre of a line is used it shall be fully computed. The term "necessary height" is understood to mean, not the minimal border, but a space which is adapted to the subject. In the event that a complete print-quality format is used, 2 mm shall generally be added to the "print height".

16. Rebate arrangements (standard franc discounts/repeat orders) shall be valid for one year and one company. For advertisements of the same client, which appear under different names or for the account of different companies, separate rebate agreements are to be concluded (subsidiaries, etc.). Legally independent companies must perform separate standard franc discounts, when they belong to the same umbrella organisation (holding). As regards agreements with a group of companies, the rules of the Swiss Press Association (*Verbandes Schweizer Presse/VSW*) shall be binding. The rebate granted for repeat orders shall only be granted in the event of a simultaneous order (without changes in size).

16.1. The **term** of the standard franc discounts and repeat orders shall commence no later than the date of the first advertisement. They shall generally run for 12 months. If a contract begins until the 15th of a given month, it shall run until the end of the month before the current month of the next year, from the 16th to the end of the closing month of the following year. Rebate agreements with JUP-I clients shall always end with the calendar year.

16.2. Rebate calculations. If the agreed volume is exceeded, there shall be a retroactive right to a corresponding rebate in accordance with the applicable rate; in the event of a reduced order, a reversal is made in respect of the excess rebate taken. The unused quota cannot be rolled over to the following closing year. The same process shall apply also in the case of a repeat order.

16.3. In the event of **gross discount contracts**, rebates, commissions or JUP are credited after the expiry of the rebate agreement.

16.4. Collective advertisements are subject to specific rebate agreements.

17. Supply of specimen copies. Upon request, a specimen copy can be provided (usually full page) free of charge. Additional copies are invoiced.

18. Offers for anonymous advertisements are only forwarded if they relate directly to the content of the advertisement concerned. Send-ins for promotional or advertisement purposes, anonymous and mass offers are excluded from retransmission. To ascertain the existence of such offers, the Publisher reserves the right to carry out spot checks of incoming letters and emails. If original documents and photographs are not returned to the interested parties, in the case of a candidate making a complaint, the court or investigating magistrate could require the Publisher to disclose the identity of a coded buyer in a witness hearing. The Publisher has no responsibility in respect of returning documents to sender. In the case of offers that exceed C5 format, the corresponding postal stamp must be enclosed.

19. Payment terms. Insofar as there is no agreement to the contrary, invoices must be paid within 30 days without any reduction for rebates. Unjustified reductions for rebates will be claimed back.

19.1. In the case of late payment, a **reminder charge of CHF 10** and 6% default interest shall be invoiced. In the event of debt enforcement proceedings, a stay of bankruptcy or actual bankruptcy, all rebates and broker commissions shall cease. Broker commissions already paid out shall be reclaimed. In addition, 5 % of the claimed amount (at least CHF 50, max CHF 300) will be charged for time spent and expenses incurred.

19.2. The Publisher reserves the right to verify at any time the **creditworthiness** of Advertisers and PR brokers.

19.3. Jurisdiction and applicable law. This agreement is governed by the substantive laws of Switzerland. The courts of Zurich shall have jurisdiction.

20. Amendments to the Conditions for Advertisements; changes in rates. The Publisher is entitled to change these Conditions for Advertisements, the rates and any other general rules at any time. The amended Conditions for Advertisements, general rules and rates shall take effect simultaneously in respect of all Advertisers and shall also apply to current orders. The Advertiser has the right however to terminate the agreement within 2 weeks of receiving written notice of the new rates. In such case, the Advertiser shall only be entitled to the rebate corresponding to the effectively earned quota according to the rebate scale.

21. Early termination of agreement. If an advertising medium ceases publication during the term of the agreement, the Publisher may terminate the agreement without compensation. Early termination of the agreement shall not release the Advertiser from payment of published advertisements. There will be no rebate adjustment charges, however, payments shall be made, insofar, at the time of termination of the agreement, a higher level of rebate entitlement was attained.

All prices are exclusive of 7,6% VAT. These conditions for advertisements shall take effect from 01.01.2010.