

# LMV-online.de

THE ONLINE-FIRST B2B INFORMATION NEWS PORTAL FOR INDUSTRIAL FOOD PROCESSING AND PRODUCTION IN GERMANY / AUSTRIA / SWITZERLAND

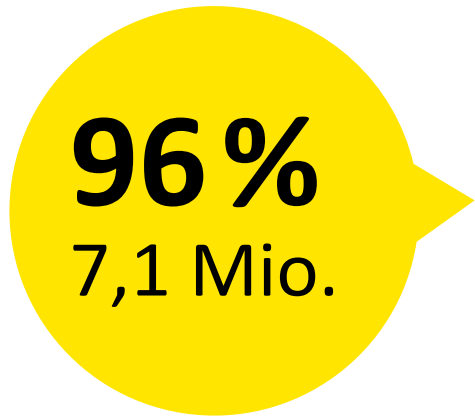
KEY INFORMATION FOR DECISION-MAKERS AT THE FOOD PROCESSING INDUSTRY



## MEDIAKIT 2024

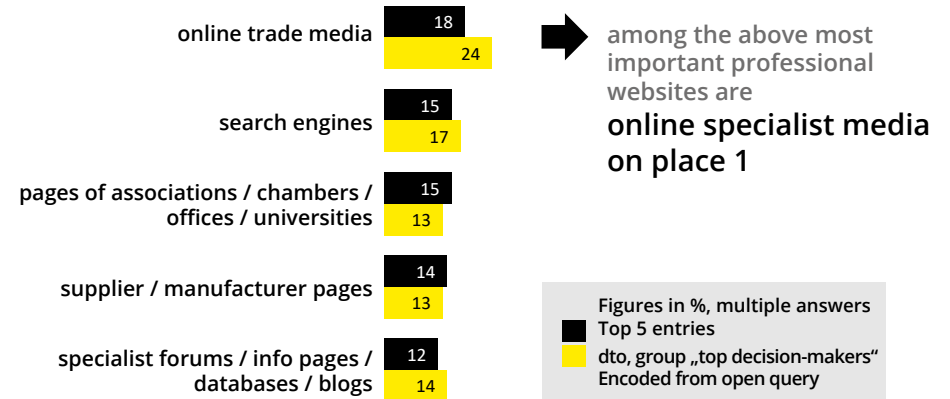
VALID FROM JANUARY 2024, V1  
LMV-ONLINE.DE - A SERVICE PROVIDED BY  
TROPAL MEDIA GMBH

Your target group prefers digital B2B trade media.  
Tropal Media is the online-first B2B publisher.



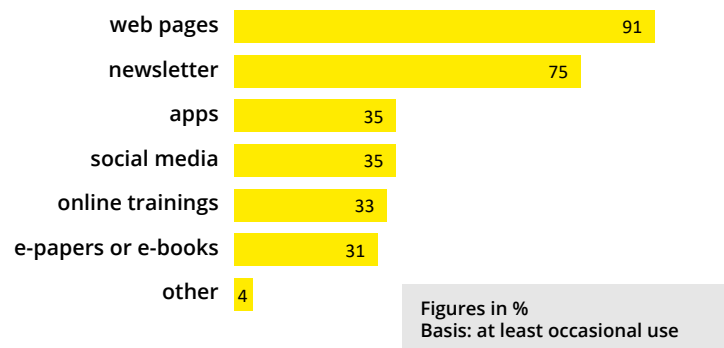
... of the 7.4 million professional decision-makers use specialist media

### Most important websites for professional work



### Use of digital specialist media offerings

(basis: 494 users)



### Preferred channel for content

	Online					Print				
management issues			41							51
interviews			43							53
corporate reporting			50							44
background information			54							44
industry trends			56						39	
market trend			57						39	
neutral product comparisons / tests			60						37	
product information			61						37	
news and announcements	71							27		

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LMV-online.de is official  
#process innovation partner of the  
**ACHEMA2024**

**Publication:** Online

**Frequency:** 24/7

**Coverage (monthly):** 13,687 User,  
27,459 Page Impressions\*

**Volume:** 13. volume 2024

**Publisher:** Tropol Media GmbH  
Mergenthalerallee 73-75  
65760 Eschborn  
Germany  
<https://www.tropol-media.de>

Tropol Media is a member of Medienverband  
der freien Presse, BVDW and Deutsche Fachpresse.



## Profile

lebensmittelverarbeitung-online.de (short LMV-online.de) is the German-speaking B2B technology and business portal for the industrial food-processing (food and beverage industry). Since 2012, it offers the full range of all relevant topics for the industrial food production.

LMV-online.de reports as leading specialist portal in the food & beverage industry on a daily basis:

- current industry news & product innovations
- latest case studies & white papers
- trade fairs and events

The planned special themes and trade fair specials 2024 are:

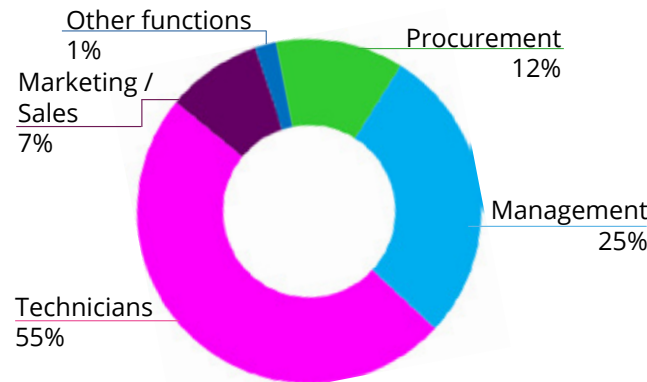
- Prosweets
- Anuga Foodtec
- Sustainability in food production
- Achema
- Fachpack
- Brau Bevale
- Digitalization / IoT

The buyers guide „Marktplatz“ and the interview format „Business Lunch“ completes the information offer.

## Target group & reader structure Green Information

According to the LMV-online.de survey of 2018/2019, more than 2/3 of the target group uses online industry portals several times a week as a source of information. Our readers are the engineers, technicians and all those involved in the decision-making process for the investment and purchase of capital goods in the food and beverage industry.

### Readership structure by function in the company\*



With our topics, we serve all kinds of industrial food processing such as beverage production (breweries, fruit juice products, dairy products, mineral water), convenience food, meat and sausage products, sweets, pastry products, wine, food ingredients as well as suppliers for components, engineering & construction and packaging machines.

Sustainability, environmental and resource protection are key for LMV-online.de - not only in our news and reports - also in our daily business.

- Hosting of our website works climate-neutral in Germany.
- We pay compensation in CO2 reducing projects for all of our printed marketing materials.
- We travel with public transportation.
- We use green electricity.
- We are working closely to a paper-free office.

Saving resources such as paper is naturally for us as a provider of online platforms.



\* Results of an online survey on LMV-online.de  
Data base 532 voices  
Timing: Feb 1 - Dec 31, 2019

### Themes & Dates

	January	February	March	April	May	June
<b>Trade shows / Events</b>	Prosweets, Cologne (28.-31.01.24)	Fruit Logistica, Berlin (07.-09.02.24)	Logimat, Stuttgart (19.-21.03.24)	Analytica, Munich (09.-12.04.24)	Empack, Dortmund (15.-16.05.24)	MSR-Spezialmesse, Halle (Saale) (05.06.24)
		Maintenance, Dortmund (21.-22.02.24)	Anuga Foodtec, Cologne (19.-22.03.24)	Hannover Messe, Hannover (22.-26.04.24)		Achema, Frankfurt am Main (10.-14.06.24)
		Pumps & Valves, Dortmund (21.-22.02.24)	MSR-Spezialmesse Rhein-Main, Frankfurt am Main (20.03.24)			Empack, Hamburg (12.-13.06.24)
<b>Topic and trade fair specials</b>	01.01.-04.02.24 Prosweets		15.04.-31.05.24 Sustainability			
		12.02.-07.04.24 Anuga Foodtec		06.05.-30.06.24 Achema		
<b>Newsletter</b>	09.01.24	06.02.24	05.03.24 Anuga Foodtec 2	09.04.24	14.05.24	04.06.24 Achema
	23.01.24 Prosweets	27.02.24 Anuga Foodtec 1	12.03.24 Anuga Foodtec 3		28.05.24 Sustainability	25.06.24



### Themes & Dates

	July	August	September	October	November	December
<b>Trade shows / Events</b>			Ilmac, Lausanne (Switzerland) (04.-05.09.24)	Solids, Dortmund (09.-10.10.24)	Namur Annual General Meeting, Neuss November 2024	
			MSR-Spezialmesse Südwest, Ludwigshafen (18.09.24)	Südback, Stuttgart (26.-29.10.24)	SPS Smart Production Solutions, Nuremberg 12.-14.11.24	
			Fachpack, Nuremberg (24.-26.09.24)	MSR-Spezialmesse Rhein-Ruhr, Bochum (30.10.24)	Brau Beviale, Nuremberg (26.-28.11.24)	
<b>Topic and trade fair specials</b>			26.08.-13.10.24 Fachpack		28.10.-08.12.24 Brau Beviale	
					28.10.-31.12.24 Digitalization / IoT	
<b>Newsletter</b>	09.07.24 Drive technology	27.08.24	17.09.24 Fachpack	08.10.24	05.11.24	03.12.24 Digitalization / IoT
					19.11.24 Brau Beviale	



Homepage Desktop



**Online: Display-Formats**

**1A** Superbanner 728x90 pixel  
or  
Fullbanner 468x60 pixel

**1B,C** Superbanner 728x90 pixel  
or  
Fullbanner 468x60 pixel

**2** Billboard Banner 845x250 pixel  
Mobile: Fullbanner 468x60 pixel

**3** Wide Skyscraper 160x600 pixel  
or  
Standard Skyscraper 120x600 pixel  
Mobile: Fullbanner 468x60 pixel

**4** Medium Rectangle 300x250 pixel

Subpage Desktop



Homepage Desktop



## Online: Content- and Special-Formats

- 6 Topstory  
Text, pictures, video integration, links

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- 7 Product/Topic Advertorial  
Text, pictures, video integration, links

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- 8 Video / Webcast

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- 9 Premium company entry

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- 10 Surf tips

Subpage Desktop







## Newsletter: Display- and Content-Formats

**1** Fullbanner  
468x60 pixel  
or  
Billboard Banner  
600x200 pixel

**2** Top-Advertorial  
Appears in the newsletter as one of the first advertorials between high-quality editorial environment  
Picture, headline, teaser text, link to landing page

**3** Product/Topic advertorial  
Picture, headline, teaser text, link to the website advertorial

**4** Surf tips

### Newsletter readers

Executives, engineers, technicians as well as all other decision-makers for purchasing of investment goods at the food and beverage industry.

### Newsletter subscribers

Recipients: 5.627  
(Status: October 1, 2023)

## Content and special advertising formats in detail

### Online Topstory

Top stories are placed prominently on the homepage and therefore immediately catch the eye of readers. The duration is unlimited (including 1, 2 or 4 week(s) placement as top story).

- multiple images (max. 4) and video integration possible
- Links to the landing page
- Additional information such as PDF can be integrated

### Online Advertorial

A discreet colour highlighting of online advertorials increases the attention of the readers.

- The runtime is unlimited (including 3 weeks on the start page with top placement in the booked category)
- multiple images (max. 4) and video integration possible
- Links to the landing page
- Additional information such as PDF can be integrated

### Surf tip

Present your online shop, new website or a special online campaign cost-effective in the surf tip category.

### Market place premium company entries

Premium entries are in first position in the market place, appear on the homepage and in contributions in a subject-relevant context. They are presented in a more clearly prominent way than basic entries. Also included are:

- Your company logo
- Company profile (approx. 1,000 characters)
- URL of the company website / fax number
- Up to ten search engine-relevant keywords
- Entry is in multiple categories (if not available, content will be expanded after consideration)

### Whitepaper

With a whitepaper you can demonstrate the innovative power and solution skills of your business.

Your whitepaper appears immediately on the homepage and is linked directly to your website or a corresponding file. The booking period of time is for three or six months.

### Webcast

Webcasts are a reliable source of information for engineers and technicians and offer help in decision-making. This presents your business and your products as video stream or on-demand movie.

### Microsite

A microsite on LMV-online.de is an independent marketing site for your strategic advertising. Your target subject and your messages are presented professionally and illuminated from various perspectives on the microsite.

Your website is linked to directly from the microsite. Get in touch with us if you are interested in this attractive online advertising opportunity. We would be happy to assist you with the design. We provide you with a comprehensive communication package.

### Top advertorial

- Appears in the newsletter as one of the first advertorials between high-quality editorial environment
- Includes preview picture/image, teaser text, link
- Direct link from newsletter to your landing page

### Newsletter-Advertorial

(in combination with online advertorial)

- Appears in the newsletter on the booked topic
- Includes preview image, teaser text with link to online advertorial
- Creation by the publisher

## Online Banner

FORMATS	PRICES	RUNTIME	PLACEMENT	
Billboard Banner*	845x250 pixel	€ 3,290	1 month	RoS
Super Banner (A)*	728x 90 pixel	€ 1,160	1 month	RoS
Super Banner (B,C)*	728x 90 pixel	€ 900	1 month	Homepage
Fullbanner (A)	468x 60 pixel	€ 870	1 month	RoS
Fullbanner (B,C)	468x 60 pixel	€ 595	1 month	Homepage
Standard Skyscraper*	120x600 pixel	€ 1,275	1 month	RoS
Wide Skyscraper*	160x600 pixel	€ 1,690	1 month	RoS
Medium Rectangle	300x250 pixel	€ 1,320	1 month	RoS

All banners are run of site (RoS), rotating (max. 3 banners in total)

\* on mobile devices, an alternative fullbanner will be displayed

## Additional Advertising Formats Online

Topstory	€ 1,280	1 week	
	€ 2,445	2 weeks	
	€ 4,665	4 weeks	
Online advertorial	€1,020	3 weeks	
Video/Webcast	300x250 pixel	€ 1,050	1 month
Online advertorial (in combination with newsletter)	€ 1,650		
Surf tip	€ 340	1 month	
Whitepaper - promotion package (newsletter & social media)	€ 640	3 months	
Premium company entry	€ 800	12 months	
Microsite	€ 3,990	3 months	
	€ 6,895	6 months	

## Banners & Additional Advertising Formats Newsletter

Fullbanner	468x 60 pixel	€ 770
Billboard Banner	600x200 pixel	€ 1,895
Top-Advertorial		€ 1,020
Newsletter advertorial (in combination with online advertorial)		€ 1,650
Surf tip		€ 315
Stand-Alone-Newsletter		€ 3,040



Annual package offers

**Bronze package**

1x Online-Advertorial  
in combination with newsletter

Fullbanner  
(1x newsletter)

Super Banner A - online  
Runtime: 1 month

Premium company entry  
Runtime: 1 year

Regular price: ~~€ 4,380~~  
**Package price: € 3,495**

**Silver package**

1x Top Story  
Runtime: 1 week

2x Online-Advertorial  
in combination with newsletter

Fullbanner  
(2x newsletter)

Super Banner A - online  
Runtime: 2 months

Premium company entry  
Runtime: 1 year

Regular price: ~~€ 9,240~~  
**Package price: € 6,930**

**Gold package**

1x Stand Alone newsletter

1x Top Story  
Runtime: 2 weeks

3x Online-Advertorial  
in combination with newsletter

Fullbanner  
(3x newsletter)

Super Banner A - online  
Runtime: 3 months

Premium company entry  
Runtime: 1 year

Regular price: ~~€ 17,025~~  
**Package price: € 11,920**

**Platinum package**

1x Whitepaper -  
Promotion package  
(newsletter & social media)

2x Stand Alone newsletter

2x Top Story  
Runtime: 2 weeks each

4x Online-Advertorial  
in combination with newsletter

Fullbanner  
(4x newsletter)

Super Banner A - online  
Runtime: 4 months

Premium company entry  
Runtime: 1 year

Regular price: ~~€ 26,730~~  
**Package price: € 17,375**

### Campaign and trade fair promotion offers

2024 trade fairs that oblige  
 LMV-online.de\* offers you special media packages  
 for your trade fair and product campaigns

Basic package	Comfort package	Premium package
1x Top Story Runtime: 1 week	1x Stand Alone newsletter	1x Stand Alone newsletter
Fullbanner (1x newsletter)	1x Topstory Runtime: 2 weeks	1x Topstory Runtime: 4 weeks
Billboard Banner- online Runtime: 2 months	Fullbanner (1x newsletter)	Billboard Banner (1x newsletter)
1x Online-Advertorial in combination with newsletter	Medium Rectangle - online Runtime: 2 months	Medium Rectangle - online Runtime: 2 months
Regular price: <del>€ 6,020</del> <b>Package price: € 4,815</b>	1x Online-Advertorial in combination with newsletter	1x Online-Advertorial in combination with newsletter
	Regular price: <del>€ 10,545</del> <b>Package price: € 7,900</b>	Regular price: <del>€ 17,830</del> <b>Package price: € 12,480</b>

**Aktuelle Stellenangebote**

Was  Wo  **Job finden**

Produktion und Technik	Produktentwicklung	Qualitätssicherung
Technische Leitung	Kaufmännische Leitung	Vertrieb, Marketing und Einkauf

**Mechatroniker (m/w/d)**

06.11.2023  
Vandemoortele Dommitzsch GmbH  
Dommitzsch

**Instandhaltungstechniker Elektrotechnik / Mechanik (m/w/d)**

06.11.2023  
Gyma Deutschland GmbH  
Kamp-Lintfort

**Schichtleiter Produktion - Abfüllung Saft und Getränke (m/w/d)**

08.11.2023  
Rotbäckchen - Rabenhorst  
Unkel

**Leiter zentrales Instandhaltungsmanagement (m/w/d)**

08.11.2023  
Radeberger Gruppe KG  
Leipzig, Frankfurt am Main

Users and engineers are searching on a daily base for challenging and interesting job opportunities on lebensmittelverarbeitung-online.de job market. Our recommendation: Use it for recruiting - together we will find your suitable candidate for your vacancy:

**Basic Top Job**

1 job advertisement on lebensmittelverarbeitung-online.de (constantly on top and above the hit list) for 1 month, price: € 570

**Premium Top Job**

1 job advertisement on lebensmittelverarbeitung-online.de (constantly on top and above the hit list) + social media promotion for your job ad for 1 month, price: € 690

**Premium Plus Top Job**

1 job advertisement on lebensmittelverarbeitung-online.de (constantly on top and above the hit list) + social media promotion for your job ad + lebensmittelverarbeitung-online.de-newsletter promotion for your job ad for 1 month, price: € 825

## Technical Data / Conditions

Delivery address:

- Please send the advertising material to: werbemittel@tropical-media.de

Delivery time:

- Five working days before campaign start
- Delays caused of belated delivery are not at the expense of us

Meta-information on delivery:

- Customer and campaign name
- Booking period
- Occupied site and placement
- Ad format and click URL
- Contact person for questions
- Alt text (optional)

JavaScript or html5 banner:

- The target URL must be included in the code.
- Due to the current BGH Cookie-Policy no cookies.

File Formats Online:

- GIF, JPG, PNG (max. 100 kB\*)
- HTML

Third-Party Banner integration via Java-Script can usually not be played back responsively will be. For the mobile payout, therefore, a additional banner (full banner 468x60 pixels) as jpg, gif or png necessary.

File formats Newsletter:

- GIF (not animated), JPG, PNG (max. 100 kB\*)
- Links without redirect

\* The kB details given for each advertising medium are maximum sizes and are the total sum of all data defining the advertising medium.

Terms of payment:

30 days net, without discount.  
Further details can be found in the T&Cs on page 18.

Bank account details:

Tropical Media GmbH  
Commerzbank  
IBAN: DE86 5004 0000 0276 6491 00  
SWIFT Code: COBADEFFXXX



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**Tropal Media is the online-first B2B specialist publisher.  
Our portfolio for your success in communication:**



**Pharmaceutical Industry**

pharmaindustrie-online.de is the Online-first information portal for the pharmaceutical industry with focus on pharmaceutical production, management & technology.

Find out more:  
**[www.pharmaindustrie-online.de](http://www.pharmaindustrie-online.de)**



**Chemical Industry**

chemieproduktion-online.de is the Online-first information portal for the whole world of chemical industry with focus on chemical production and logistics.

Find out more:  
**[www.chemieproduktion-online.de](http://www.chemieproduktion-online.de)**



**Plastics Industry**

kunststoffindustrie-online.de is the Online-first information portal for the plastics industry with focus on production and processing of plastics and rubber.

Find out more:  
**[www.kunststoffindustrie-online.de](http://www.kunststoffindustrie-online.de)**



**Electrical Engineering  
Automation  
Digitalisation**

elektro-automatisierung-digital.de (short EAD-portal.de) is the Online-first information portal for electrical engineering, automation and digitalization in industrial production.

Find out more:  
**[www.EAD-portal.de](http://www.EAD-portal.de)**



**Global Production**

industrial-production-worldwide.com is the English-speaking Online-first information portal for the international production and serves the entire thematic range of the industrial production.

Find out more:  
**[www.industrial-production-worldwide.com](http://www.industrial-production-worldwide.com)**

## GENERAL TERMS AND CONDITIONS (T&amp;Cs) OF TROPAL MEDIA GMBH FOR THE INSERTION OF ADVERTISEMENTS

**1. Scope of validity**

- (1) These general terms and conditions (T&Cs) apply to the insertion of advertising material on the Web portals operated by Tropal Media GmbH. They govern the relationship of Tropal Media GmbH – henceforth referred to as the contractor – vis-à-vis the respective customer in relation to the assumption and processing of these advertising orders.
- (2) The validity of any general terms and conditions of the customer is excluded. This also applies in cases where the general terms and conditions of the customer have not been expressly objected to by the customer.
- (3) The contractor is entitled to change its general terms and conditions at any time. Changed general terms and conditions are considered to have been accepted by the customer if the customer does not object to them within one month following announcement of the changes in writing or by mail.

**2. Advertising order and advertising material**

- (1) An advertising order within the meaning of these general terms and conditions is a contract for the insertion of advertising material or several pieces of advertising material on one or more Web portal(s) operated by the contractor.
- (2) Advertising material within the meaning of these general terms and conditions may, for example, consist of one or more of the cited elements: an image and/or text, sequences of tones and/or moving images (e.g. advertising banners, whitepapers, webcasts, product entries) or a sensitive area which upon clicking it establishes a connection to other data located in the customer's realm using an online address cited by the customer (e.g. a link).
- (3) Advertising material which cannot be identified as such due to its arrangement or design will be clearly indicated as advertising by the contractor.

**3. Contract conclusion, customer**

- (1) A contract is essentially concluded through a confirmation of the order issued in writing or via email by the contractor, or comes into effect when the advertising material transmitted by the customer is used on the contractor's Web portal for the first time.
- (2) In these general terms and conditions, a customer refers to a direct contractual partner. This could be an agency which places advertising orders on its own behalf and on its own account for an advertiser, or an advertiser which places advertising orders with the contractor itself directly.
- (3) If an agency becomes a customer and a direct contractual partner of the contractor, then the contractual relationship with the advertiser belongs exclusively to the agency; no contractual relationship exists between the contractor and the advertiser.
- (4) In exceptional cases where an agency does not act on its own behalf and on its own account, but instead as a proxy for the advertiser, then it must notify the contractor of this in writing or by mail prior to inserting advertising material for the first time by citing the name and contact data of the advertiser. If this notification is not provided, the contract will be considered concluded with the agency, and the agency will be considered to be the customer within the meaning of these general terms and conditions.

**4. Supplying data**

- (1) The customer is obligated to transmit the fault-free – in a technical and indeed any other sense – advertising material, which in particular complies with the technical specifications of the contractor, at least five working days before the agreed time of publication.
- (2) For unsuitable or damaged advertising material, the contractor will immediately request a replacement as soon as it realises this.
- (3) In the event of delays due to the transmission of unsuitable or damaged advertising material, or delayed delivery of advertising material, the extra costs incurred will be invoiced in accordance with the price list. If orderly fulfilment of the advertising order is no longer possible in such instances, there will be no reimbursement in the form of a credit note.
- (4) If the customer wishes to change its advertising material or the customer bears responsibility for a change being required, then the costs involved in this will be billed to the customer.

**5. Blocking and rejecting**

- (1) The contractor reserves the right to reject or to block advertising orders if their content violates laws, government regulations, the rights of third parties or court judgements, or their content has been contested by the German Advertising Standards Council in complaint proceedings, or if insertion is unreasonable for the contractor due to the content of the advertising material, its origin or its technical design.
- (2) If the customer itself performs subsequent changes to the content of the advertising material that has already been published, or if data to which a link refers is subsequently changed, the contractor is entitled to withdraw the advertising material if the requirements of Paragraph 1 are met.

**6. Position of the advertising material**

The position of the advertising material is agreed to by the contractor with the reservation that a change to the position can be made on technical grounds. The contractor will not be liable for changes to position based on technical grounds.

**7. Safeguarding of rights**

- (1) The customer provides assurance that it possesses all the rights necessary to insert the advertising material, especially usage rights with respect to claims under copyright, trademark and personal rights, and that the advertising material does not violate statutory regulations, especially youth protection legislation and the penal code, as well as competition regulations. The customer guarantees that the advertising material contains no content which is pornographic, racist, that glorifies violence or war or violates the personal rights of individuals. The customer will indemnify the contractor against all claims from third parties in relation to the advertising order that may occur as a result of the violation of statutory regulations or the rights of third parties. Furthermore, the contractor will be released from the costs involved in any legal defence required. The customer is obligated to support the contractor in good faith with information and documentation in any legal defence against third parties.
- (2) The customer transfers to the contractor all types of usage, ancillary and other copyrights required for the use of the advertising in online media, especially the rights to reproduction, distribution, communication, transmission, making available, editing, taking from a database and access, and all this to the extent necessary in terms of time and content for executing the advertising order.
- The aforementioned rights are transferred in all cases with no geographic restriction and authorise insertion by means of all known processes and all known forms of online distribution.
- (3) The customer authorises the contractor to use the advertising order as a reference in an appropriate context and scope and to pass on advertising information to an appropriate extent to recognised market research companies. If the customer does not want to grant such rights, the customer must notify the contractor of this in writing or by mail at the time of contract conclusion.

**8. Contractor's guarantee and the obligation to report defects**

- (1) The contractor guarantees the best-possible reproduction of the advertising material which conforms to the usual technical standards as much as possible, as part of foreseeable requirements. However, this guarantee does not apply to insignificant reproduction or display errors. In particular, this includes errors caused by using unsuitable display software and/or hardware (e.g. browser), disruption to communication networks, unless the contractor is culpably responsible for this, computer malfunction due to system failure, due to incomplete and/or out-of-date content on a so-called proxy, or due to the failure of an ad server which lasts no longer than 24 hours (continuously or combined) within 30 days from the start of the contractually agreed insertion. In the event of a failure of an ad server over a considerable period of time (more than 10% of the booked time) as part of a time-bound fixed booking, the customer's payment obligation ceases for the time period of the failure. Other claims are excluded.
- (2) In the event of not insignificant errors as in Para. 1, the customer is entitled to a fault-free compensatory advertisement to the extent to which the purpose of the advertising material was impaired. The compensatory advertisement may take the form of an extension to the advertising time period or compensatory insertion in a comparable setting. The contractor must comply with this upon request with an appropriate time period set by the customer.
- (3) If the contractor

- does not meet this request for compensatory advertisement within a period set by the customer, or if compensatory advertisement is not successful or is unreasonable, then the customer has the right to withdraw from the contract or to reduce the price. In the event of an error that occurs during the agreed advertising time period, the advertising time period that has already lapsed must be taken into account or in the event of price reduction or withdrawal.
- (4) If errors are attributed to latent defects in the data transmitted by the customer, then the customer is not entitled to any claims. This also applies to errors in repeat advertisement insertions if the customer does not point out the error prior to the next publication.
- (5) The customer has the duty to check the advertising material immediately after it has first been inserted and to raise any defects in writing or by mail. The notice for reporting defects is five working days; for obvious defects, this notice period starts when the advertising material is inserted; for hidden defects, upon their discovery.
- (6) Claims arising from this guarantee become time-barred within 12 months.

**9. Performance disruptions**

If the execution of an order fails due to reasons for which the contractor is not responsible – for example, for reasons rooted in the software or for other technical reasons, due to computer malfunction, force majeure, industrial action, due to statutory regulations, disruptions for which third parties are responsible (for example other providers), network operators or service providers, or due to comparable reasons – then the execution of the contract will be made up for later if possible. In the event of making up for execution in appropriate time which is reasonable for the customer once the disruption is resolved, the claim for remuneration of the contractor remains valid.

**10. Liability**

- (1) Claims for compensation due to positive violation of a contractual duty, default at the time of contract conclusion or unlawful handling, only exist in the event of intent or gross negligence on the part of the contractor, its representatives or vicarious agents. This does not apply to the violation of essential contractual obligations. In such cases liability is limited to foreseeable damage. Claims for compensation due to the impossibility of performance and delays are limited to compensation for foreseeable damage in the case of slight negligence.
- (2) In the event of gross negligence of a simple vicarious agent, the liability vis-à-vis entrepreneurs is limited to the extent of the foreseeable damage. This does not apply to the violation of essential contractual obligations.
- (3) These liability exclusions do not apply to maliciously concealed defects, promised characteristics, liability originating from the German Product Liability Act, physical injury, harm to health or fatality.
- (4) With the exception of claims arising from unauthorised actions, the customer's claims for compensation, for which liability is limited based on this point, become time-barred after one year, calculated from the time the statute of limitations begins.

**11. Media data and price list**

- (1) The media data and price lists applicable at the time the order is raised are the basis for calculating remuneration, form an essential component of this contract and can be accessed from the website of the contractor at the URL [www.lmv-online.de](http://www.lmv-online.de).
- (2) The contractor reserves the right to make changes to the remuneration provided there is at least three months between the conclusion of the contract and the agreed insertion of the advertising material. The customer must be notified of increases at least one month prior to inserting the advertising material. The customer is entitled to a right of withdrawal which it must exercise within 14 days following announcement of the increase. Once this period has lapsed, the increase in remuneration is considered to be accepted, even for existing advertising orders.

**12. Terms of payment**

- (1) In the event of delays in payment by the customer, or deferral of payment for advertising, the contractor is entitled to levy rates of interest which would be commonly applied in banks. In the event of return debits, the contractor is entitled to invoice the customer for the costs resulting from this. Furthermore, in the event of payment delays,

- the contractor can discontinue the execution of a running advertising order until payment is received if it has notified the customer of this by setting a grace period for payment.
- (2) If objectively justified doubts exist concerning the ability of the customer to pay, the contractor is entitled to make the execution of an advertising order or the continuation of a running advertising order dependent on advance payments and the settling of outstanding invoice amounts. In such cases, agreed due dates for payments will not be considered.
- (3) If the billing of remuneration is based on ad impressions or ad clicks, then the basis for this is the reports from the ad server used by the contractor. Report complaints can only be raised while a piece of advertising material is currently inserted. Complaints are excluded once the final report is obtained.
- (4) Invoices are raised on the day the advertising material is inserted for the first time; the payment due date is 30 days after the invoice date.
- (5) Net prices are subject to statutory value-added tax; discounts are determined by the price list that applies at the time.
- (6) The agency commission is 15 per cent.

**13. Termination and cancellation**

- (1) If the ending of an order is based on a termination, then this must be performed in writing or via email. The same applies to a cancellation prior to commencing the execution of an advertising order.
- (2) In the case of running advertising orders, terminations are only possible with a notice period of two weeks to the end of the month.
- (3) Free-of-charge cancellation is only possible ten working days prior to the agreed execution of the advertising order at the latest, meaning when the advertising material is inserted for the first time. For cancellations up to five working days prior to insertion, cancellation fees are due amounting to 50 per cent; for cancellations up to three working days prior to insertion, this is 80 per cent. In the case of later cancellations, the entire charge is payable.

**14. Data protection**

- (1) Statutory data protection regulations are taken into account by both parties during the processing of the advertising order.
- (2) If the customer obtains or collects data from the insertion of advertising material through the use of special technologies – such as the use of cookies or tracking pixels – then the customer ensures that it will comply with the regulations of the applicable **data protection** legislation within the course of collecting, processing and using personal data.
- (3) If the customer accumulates anonymous or pseudonymous data from accessing the advertising material, it is permitted to evaluate it as part of the respective campaign. Furthermore, the additional processing or use for its own purposes or forwarding on to third parties or the creation of profiles from the usage behaviour of the users of the online portal of the contractor or its use are not permitted to the customer. If the customer is an agency, then the evaluation of data obtained in this way for the advertiser as part of the respective campaign in not forwarding on to third parties.

**15. Offsetting / assignment**

- (1) Offsetting can only occur with undisputed or legally established claims of the customer.
- (2) The assignment of claims from the advertising order by the customer requires the prior written consent of the contractor, or sent by mail.

**16. Applicable law, court of jurisdiction, place of fulfilment**

- (1) German law applies exclusively.
- (2) The place of fulfilment is where the contractor is based.
- (3) The court of jurisdiction is where the contractor is based.