

FAXBACK to (0049) 201 83 16-219 286

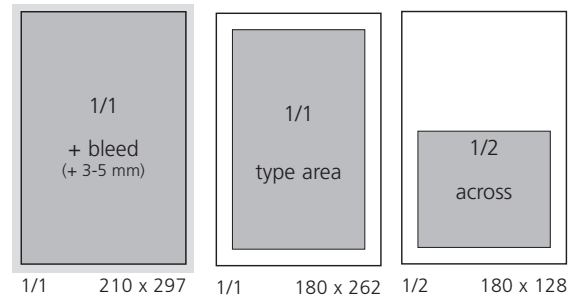
Special positioning (Advertisement forms and prices)

Be present throughout Popkomm 2008. Introduce yourself in the Popkomm guide or refresh people's memories. There is something to suit every budget. Choose from the various ad formats opposite.

For more information about your individual positioning call us on **+49(0)201 8316-037**.

We accept the following order:

advertisement package	Width x Height in mm	▼ 4c
1/1 page	210 x 297 (bleed)	<input type="checkbox"/> € 1.560,-
	180 x 262 (type area)	<input type="checkbox"/> € 870,-
1/2 page	180 x 128 (across)	<input type="checkbox"/> € 870,-
Coverpage / Dividing card reverse page	<input type="checkbox"/> please send us your offer	



Advertisement package contain in addition to your advertisement your company, in the online list of participants on www.popkomm.de as well as the logo package "double" in popkomm Print Magazine.

- ① Production costs will be charged according to time and work.
Printing material must be submitted electronically with colour proof by **15-08-2008 at the latest**:
- via FTP* (login data by e-mail to: annette.breitbach@sutter.de)
 - by ISDN* (Leonardo Pro) to +49(0)201/83 16-220
 - by CD-ROM*
 - Programs: QuarkXPress, Freehand, Illustrator, InDesign CS2
 - Formats: .tif, .eps, .jpg (300 dpi minimum; 600 dpi for images incl. lettering)
 - High-end PDF (annette.breitbach@sutter.de)
 - incl. all used fonts and images
- *Please identify the directory with the name of the exhibition and of your company

Your company logo in the popkomm guide

Make your entry stand out by inserting your company logo in colour.

- | | |
|--|----------------|
| <input type="checkbox"/> We'd like to order our company logo to our entry in the list of companies.* | 95,- € |
| <input type="checkbox"/> We'd like to order our company logo in the hallplans.* | 95,- € |
| <input type="checkbox"/> We'd like to order the logo package "double" (list of companies and hallplans).* | 160,- € |
| <input type="checkbox"/> The logo must be emailed as a file attachment by 15-08-2008 at the latest to: logo@sutter.de | |

*In addition to your order of the company logo in popkomm guide you will get automatically your logo in the online List of companies on www.popkomm.de (as well).

Your banner on the Internet

It can't be missed: Advertise with a banner on the Internet page of the Popkomm online directory of participants. The banner link will bring visitors quickly and easily to your homepage.

- | |
|--|
| <input type="checkbox"/> We'd like to order a banner on the main page of the Popkomm online directory of participants for each 490,- € and send it in the following format:
gif pixel wide: 127 pixel high: 104 until 15-08-2008 to the e-mail adress logo@sutter.de . |
|--|

Contact person



e-mail

By signing we acknowledge the enclosed terms and conditions of A. Sutter Fair Business GmbH. The contract shall be subject to the laws of the Federal Republic of Germany. Place of performance and venue is Essen.

Place and date

Stamp and legally binding signature/Cachet et signature

General Terms of Business of A. Sutter Fair Business GmbH

I. General Conditions, Area of Validity

- By issuing an order for the publication of an advertisement or entry, the Customer recognises the General Terms and Conditions of Business of A. Sutter Fair Business GmbH (FB). Only these Terms and Conditions are valid. Any terms and conditions on the part of the Customer which conflict with or deviate from these Terms and Conditions will not be recognised unless agreement to such terms and conditions is expressly given in writing by FB.
- German law applies exclusively to all contractual relations between FB and the Customer.

II. Materialisation of Contract, Responsibility

- The order issued is valid only for the work specified in the order form or agreed verbally. A confirmation of acceptance by FB is not required. No warranty or damage claims will be assumed for texts or text amendments dictated over the telephone.
- The Customer bears full liability for the accuracy, completeness and legal admissibility of all details given to FB. The publication of telephone numbers or other data pertaining to third parties requires the prior approval of such third parties. The Customer is deemed to have fulfilled this requirement when placing his order with FB. The Customer bears sole liability for any infringements to the rights of third parties arising from the fulfilment of the Customer's order, in particular those rights in respect of copyright, registration of trademarks, and fair competition. This also applies to any rights to Internet domains, including the registration of such domains and/or the content/layout of homepages and Websites. The Customer hereby releases FB from liability for all claims made by third parties resulting from such infringements of rights.

III. Documentation, Amendments and Presentation of Content

- Advertisement texts, logos, composition patterns, drawings, data and any other material to be provided by the Customer for contractual purposes are to be attached to the order or supplied to FB automatically and without further reminder within 14 days of the order having been placed at the latest. Should the Customer not make available the documentation required by the due deadline, FB is entitled, after the setting and the expiry of a suitable period of time, to cancel the contract and to demand damages for non-performance. Material made available to FB will only be returned to the Customer after fulfilment of the order at the express request and at the expense of the Customer.
- The Customer is obliged to inform FB in writing of any changes occurring in sufficient time to enable such changes to be implemented. Amendments and updates to the original order will be subject to charge. Proof sheets will be provided only for graphic art advertisements and only at the express request of the Customer. This condition does not apply in cases where the Customer makes available complete films or reproducible copy without requests for amendments or where the Customer adopts the text from the previous edition without alteration. If the Customer does not return the correction proof before the deadline set, the print sample will be considered to have been passed for publication. Consideration will only be given to orders requiring special placement within the publication where such special placement does not give rise to production problems. FB is unable to guarantee the publication dates set by the publishing house for the appearance of individual projects.
- The information of the publisher of a work (the trade fair company or organiser) is decisive for the compiling of an entry in the fair catalogue or in the fair online document. FB can bring no influence to bear on the content and makeup of such information, in particular with regard to the indexes of products in the fair catalogues. Even in cases where the order states otherwise, it is only possible to print data proved valid by the publisher. In order to achieve uniformity of composition, FB bears responsibility for all decisions regarding design (composition of text, font, dimensions, graphics). The Customer agrees to a suitable shortening of the text if the dimension of the entry ordered prove insufficient. The Customer remains liable for the accordingly reduced payment of the abridged entry.

IV. Withdrawal from Contract, Force Majeure

- In case of withdrawal from or limitation of orders issued, FB is entitled to demand a processing fee of up to 50% of the order amount without having to provide proof of the amount of damage incurred. The Customer is permitted to provide evidence that no damage at all has been incurred or that the damage is significantly less than the blanket fee.
- Up to editorial deadline date, FB reserves the right to withdraw from any order should fault be found with the said order as regards its content, origin or technical form, should its publication be unreasonable for FB or should the Customer be in payment arrears with regard to previous or current orders.
- Should FB be prevented from meeting its commitments by the occurrence of unforeseen events which affect either FB or its suppliers and which FB could not have prevented by taking all due care demanded by the prevailing circumstances such as labour disputes, power outages or measures implemented by official authorities, the deadline will be extended by the period of delay incurred plus a suitable start-up period. After the elapse of a period of 6 months, the Customer is entitled to withdraw from the contract. The basic terms regarding abolition of the foundation of the contract remain unaffected by this.

V. Rates and Conditions of Payment

- Advertisement rates are given in the FB price list valid at the time of order placement. The advertisement rate does not include costs for the production of print documentation such as final artwork and films. These will be invoiced separately.
- The VAT rate legally in effect on the date the order is assigned must be added to all listed prices. Should the tax rate change between the date the contract is concluded and the date of publication of the work, FB is entitled to either reimburse any excess

tax paid or present a retroactive bill for any shortfall, insofar as applicable law does not provide otherwise.

- Regardless of the date of publication of the book or document, the invoice is payable immediately upon issue without reduction. FB hereby expressly reserves the right to collect payment in advance. In case of payment arrears or prolongation of the payment deadline, a handling fee and interest of 5% above the current base lending rate will be due. A charge of € 3,00 will be made for every additional Reminder. Payments are only to be made to one of the FB accounts specified on the invoice with reference to the Customer's invoice number and customer number.
- The Customer may only set off undisputed or legally established claims against claims of FB. This also applies to commercial transactions. The Customer enjoys the right of retention covered under § 273 of the Civil Code (BGB) only insofar as the counter-claim has its origin in the same contractual relationship. §§ 273 and 320 of the Civil Code and § 369 of the Commercial Code (HGB) are not applicable to business transactions with merchants.

VI. Warranty

- FB is to be advised in writing of any obvious defects within a period of 30 days of publication. Merchants entered in the Commercial Register as such are to advise of such defects without delay. FB will give no consideration to complaints received at a later date; in such cases the entry will be deemed to be approved.
- Should the entry commissioned in the order not be published, be published only in part or with changes in content, the Customer does not enjoy the right to subsequent performance and in particular not to reprint, insertion or the despatch of supplementary correction sheets. In case of a paid advertisement, the Customer is entitled to claim a reduction of the invoice amount for the according entry or rescission of the contract. Where complaints concern electronic documents, the company is obliged to implement subsequent performance under the exclusion of all other claims. In the case of delayed, defaulted or unsuccessful subsequent performance, the Customer is entitled to withdraw from the contract or to demand a reduction of charges.

VII. Liability

- FB bears unlimited liability with regard to amount and kind for damage caused by wilful action or gross negligence in the case of claims for damages based on breaches of duty by FB, its legal representatives or its vicarious agents. FB is not liable for damage resulting from simple negligence, unless such damage involves the breach of material contractual obligations, the fulfilment of which is essential to the purpose of the contract (breach of cardinal obligations).
- In the case of breach of cardinal obligations resulting from simple negligence, FB bears liability only for damage typical to the contract which could be reasonably foreseen upon conclusion of the contract. In such cases, FB is not liable for indirect consequential damage.
- In the event the Customer is a merchant entered in the Commercial Register, FB's liability for gross negligence of its vicarious agents is limited in amount to the damage foreseeable for the types of publishing transactions in question.
- FB's liability to pay compensation is limited to € 12,500 per case for all damage caused by FB, unless such damage can be attributed to wilful action or gross negligence.
- The aforesaid limitations on liability do not apply in the event claims are asserted based on damage to life or health or bodily harm, in the event liability is mandatory based on the Product Liability Act or in the event a guarantee or a case of fraudulent concealment of a defect is involved.
- In the event the advertisement ordered appears in an online product, failure of the system for a short period of time for reasons of technical necessity does not result in entitlement to claims for damages.

VIII. Limitation of Claims

Any claims of the Customer based on defects or compensation for damage expire within one year of commencement of the legal limitation period. This does not apply to the limitation of demands in respect of claims based on breaches of duty caused by wilful action or gross negligence or to the cases specified in VII (5) hereof.

IX. Advertising Agents

The publishing company will not pay commission for the procurement of advertisements through advertising agents.

X. Place of Performance, Place of Jurisdiction, Law in Force

The place of performance will be Essen. Should the Customer be a merchant entered in the Commercial Register, a legal person under public law or a separate estate under public law, the place of jurisdiction will be Essen. However, FB is also entitled to institute legal proceedings against the Customer at the court of the Customer's domicile. Should the Customer transfer its domicile or usual place of abode to a location outside the jurisdiction of the Federal Republic of Germany after conclusion of the contract, the place of jurisdiction will be Essen. This likewise applies in the event the domicile or usual place of abode is unknown at the time at which legal proceedings are instituted.

XI. Data

- Note in compliance with § 33 of the Federal Ordinance on the Protection of Data (Bundesdatenschutzgesetz): The name and address of the Customer as well as all the data required for the fulfilment of the order are stored in automated files.
- The Customer expresses his agreement to a possible publication of the data and texts of advertisements named in the order in other products published by FB in printed or electronic form. No claim to publication ensues from this clause.