

Auftrag an:

**Dialog
Services**



A. Sutter Dialog Services GmbH

Service-Partner of
Messe München GmbH
Bottroper Str. 20, 45141 Essen
Fon. +49 201 3101-433
Fax +49 201 3101-9919
online@hybridica.de
Comm.Reg.: Essen 13218
Managing Director: Martin Sutter
VAT.ID-No.: DE 812 648 445

Order form for banner advertisement at hybridica website

Please fill in:

Exhibitor/Company:

Hall/Stand-No.:

Street/P.O.Box:

Town/Postal code:

Country:

Contact:

Telephone:

Telefax:

E-Mail **(to be filled in when placing your order!)**:

1. Banner in content

size: 468 px ⇄ x 60 px ⇄

rate in Euro, net

Minimum order: 10.000 page impressions, subpages can be booked separately

€ **49,-/TPI**

____ .000 page impressions

2. Banner in navigation bar

size: 188 px ⇄ x 73 px ⇄

rate in Euro, net

Minimum order: 10.000 page impressions

€ **39,-/TPI**

____ .000 page impressions, subpages can be booked separately

File formats: GIF, JPG - max. 15 kb, Flash upto version 8, hard coded link

Banner rotate if multiple orders placed at the same time. Max. 10 banners per placement possible.

Add your hyperlink: http://

The time limit to send your documents will be named in the order confirmation and it is mandatory. Your texts and graphics will be published as received from you (format: html and text; GIF, JPG - max. 15 kb). Formatting of text advertisements lies with Messe München GmbH. For further details please refer to Category **Media Kit** on www.hybridica.de/mediakit

Placing of order

I hereby legally binding book as specified in the order above.

By signature I accept th General Terms and Conditions of Business of A. Sutter Dialog Services GmbH, which I received attached to the order form. **Editorial Standard and Specifications, layout and the final publishing** lies with Messe München GmbH.

Do you wish to be informed about the **hybridica** through out the year?

Please subscribe to the cost-free electronica Newsletter including hybridica news on www.hybridica.de/en/newsletter

Date

Legally Binding Signature and Company Stamp

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**Order form for banner advertisements in the
exhibitor database at www.hybridica.de**

Please fill in:

Exhibitor/Company:

Hall/Stand-No.:

Street/P.O.Box:

Town/Postal code:

Country:

Contact:

Telephone:

Telefax:

E-Mail **(to be filled in when placing your order!)**:

- | | | | |
|--------------------------|---|--|------------|
| <input type="checkbox"/> | Full-Size Banner
____000 page impressions | size: 468 px ⇄ x 60 px ⇅
Minimum order 10.000 page impressions | € 49,-/TPI |
| <input type="checkbox"/> | Button Banner
____000 page impressions | size: 120 px ⇄ x 60 px ⇅
Minimum order 10.000 page impressions | € 29,-/TPI |

File formats: GIF, JPG - max. 15 kb, Flash upto version 8, hard coded link

Add your hyperlink: http://_____

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Order form for banner advertisement at websites of High-tech fairs

Please fill in:

Exhibitor/Company:

Street/P.O.Box:

Town/Postal code:

Country:

Contact:

Telephone:

Telefax:

E-Mail **(to be filled in when placing your order!)**:

1. Content/full-size banner

size: 468 px ⇄ x 60 px ⇅

rate in Euro, net
€ **49,-/TPI**

Minimum order: 20.000 page impressions

_____.000 page impressions

2. Navigation banner

size: 188 px ⇄ x 73 px ⇅

rate in Euro, net
€ **39,-/TPI**

Minimum order: 20.000 page impressions

_____.000 page impressions

File formats: GIF, JPG - max. 15 kb, Flash upto version 8, hard coded link

Banner rotate if multiple orders placed at the same time. Max. 10 banners per placement possible.

Add your hyperlink: http://

electronica
www.electronica.de

productronica
www.productronica.com

LASER World of PHOTONICS
www.world-of-photonics.net

analytica
www.analytica.de

The time limit to send your documents will be named in the order confirmation and it is mandatory. Your texts and graphics will be published as received from you (format: html and text; GIF, JPG - max. 15 kb, Flash upto version 8, hard coded link).
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Order form for banner advertisements in electronica and hybridica visitor-e-mailings

Please fill in:

Exhibitor/Company:

Hall/Stand-No.:

Street/P.O.Box:

Town/Postal code:

Country:

Contact:

Telephone:

Telefax:

E-Mail **(to be filled in when placing your order!)**:

Banner ads in the visitor-e-mailings

Rate in Euro, net

- | | | |
|--------------------------|--|-----------|
| <input type="checkbox"/> | 1. Confirmation of online-registration sent directly after ticket order (mailing list electronica & hybridica):
Banner in visitor online registration (320 px ⇄ x 60 px †) | € 3.800,- |
| <input type="checkbox"/> | 2. electronica highlight information approx. 5 days prior to the show:
Banner in electronica highlight informations (320 px ⇄ x 60 px †) | € 1.700,- |
| <input type="checkbox"/> | 3. After show Thank you e-mailing (mailing list electronica & hybridica):
Banner in Thank you e-mailing (320 px ⇄ x 60 px †) | € 2.400,- |

Add your hyperlink: <http://> _____

Your advertisement (text and/or banner) will be published in one newsletter at a date which has to be arranged. The time limit to send your documents will be named in the order confirmation and it is mandatory. Your texts and graphics will be published as received from you (format: html and text; GIF, JPG - max. 15 kb). Formatting of text advertisements lies with Messe München GmbH.
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Order form for advertisement in electronica Newsletter including hybridica news

Please fill in:

Exhibitor/Company:

Hall/Stand-No.:

Street/P.O.Box:

Town/Postal code:

Country:

Contact:

Telephone:

Telefax:

E-Mail **(to be filled in when placing your order!)**:

Advertising media

Rate in Euro, net

- | | | | |
|--------------------------|----------------------------------|---|------------------|
| <input type="checkbox"/> | 1. Vertical banner | size: 120 px ⇄ x 240 px † | € 700,- |
| <input type="checkbox"/> | 2. Full size banner in content | size: 468 px ⇄ x 60 px † | € 1.600,- |
| <input type="checkbox"/> | 3. Text advertisement incl. logo | size: 300 characters incl. space + company logo 89 px ⇄ x 70 px † | € 900,- |

Add your hyperlink: <http://> _____

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Date

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General Terms and Conditions of A. Sutter Dialog Services GmbH

I. General Conditions

1. By issuing an order the customer accepts the general terms and conditions of A. Sutter Dialog Services GmbH (Dialog). These terms and conditions are valid in the contractual relationship to enterprises and entities of public law. They are valid exclusively. Any terms and conditions of the customer which are in conflict with or deviate from these terms and conditions will not be recognised unless agreement to such terms and conditions is expressly given by Dialog in writing.
2. German law applies exclusively to all contractual relations between Dialog and the customer.

II. Materialisation of Contract, Withdrawal from Contract

1. Contracts are concluded in a written form. Orders, additions and further agreements stated by the customer orally in person or by phone need to be confirmed by Dialog in writing in order to become valid.
2. Dialog reserves the right of withdrawal from a contract, in case the order being objectionable due to its content, origin or technical form or offends against the preconditions of contract partners of Dialog, i.e. trade fair organizers – especially if execution of the order is unacceptable for Dialog or if the customer is in payment arrears with regard to previous or current orders.
3. In case of withdrawal by the customer from orders or limitation of orders issued, Dialog is entitled to demand a processing fee of up to 50% of the primal order value without having to provide any 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.

III. Responsibilities of Dialog

1. Dialog runs a call centre and provides the respective services during usual office hours.
2. The single services to be provided by Dialog result from the respective offers of Dialog.
3. Dialog is entitled to have services executed by third parties.
4. Dialog reserves the right to choose service-providers and service-partners.
5. Dialog does not guarantee a special date of appearance of single projects.

IV. Responsibilities of Customer

1. Necessary documents, data, manuals and any other material necessary for contractual purposes are provided by the customer attached to the order confirmation, or in an agreed time, or without further reminder from Dialog within 14 days after ordering at the latest. In addition, the customer has to inform Dialog about all processes and circumstances that are relevant for the execution of the order. Should the customer fail to provide all necessary documents and information in time, orders cannot be executed. Material made available to Dialog will only be returned to the customer after fulfillment of the order at the explicit and written request and at the expense of the customer. Should the customer not request the return of the material, the obligation to file the material will end two months after publication of the document or at the time of the first publication, respectively. Dialog then has the right to destroy the material without prior notice.
2. The customer is responsible for correctness, completeness and legal admissibility of all details and information given to Dialog, especially regarding the according company logos, bench marks, trade marks, cachets or other marks and symbols as much as the used internet domain and rights in respect of copyright and fair competition. The customer releases Dialog from any third party claims resulting from such infringements of rights and the costs for necessary legal action.
3. The customer is obligated to announce in writing immediately any change of the details he made on his order form and which are necessary to execute the order.

V. Licences

Copy rights, design patent or any other rights on texts, concepts, layouts, designs, graphics and similar services created and designed by Dialog remain with Dialog unless stated otherwise in written agreements. The customer has a simple, not exclusive and not transferable right of use during runtime of the order. The range of content, time and area result from the according order purpose.

VI. Rates, Conditions of Payment

1. Rates result from the respective agreement specified in a written order confirmation. In case of long-term projects, monthly advance payments can be agreed upon. All prices, as well as passed on charges, are net rates and not subject to the current VAT.
2. Contact telephone numbers, which have to be acquired by Dialog from telecommunication service providers on behalf of the customer, will be charged separately, unless agreed upon

otherwise in writing. Dialog does not take any responsibility for the correctness of the information given from the telecommunication service provider.

3. Invoices have to be settled immediately after issuing without reduction, unless agreed upon otherwise. Payments effected by direct debit authorization will be debited three days after issuing. Return debit notes are subject to a handling surcharge of € 15.00 net.
4. In case of payment arrears or prolongation of the payment deadline, a handling fee as well as 8% interest above the current base lending rate, will be charged. Second and each further reminder will be charged with € 3.00. Payments are only to be made on the Dialog account specified on the invoice with reference to the customer's invoice number and customer number.
5. The customer is only entitled to the rights of set-off and retention, if his claims are stated as absolute or if Dialog does not dispute his claim. Besides this, the customer enjoys the right of retention only insofar as his counterclaim has its origin in the same contractual relationship.

VII. Liability

1. Dialog is liable for damages or efforts made in vain – irrespective of the cause in law – only, if these damages and efforts made in vain have been caused by Dialog or its vicarious agents due to neglecting a contract duty that is essential for fulfilment of the order (breach of cardinal obligations) or due to a wilful action or gross negligence.
2. In case of breach of cardinal obligations resulting from simple negligence, Dialog bears liability only for damage typical to the contract which could be reasonably foreseen upon conclusion of the contract. In such case Dialog is particularly not liable with regard to indirect consequential damage or loss of profit. The same applies for damages due to gross negligence, wilful action, or breach of cardinal obligations by employees and agents of Dialog, if they are not members of the management or executives in a leading position at Dialog.
3. Dialog's liability to pay compensation is limited to the order value, with a maximum of €12,500.00, for all damage caused by Dialog, unless such damage can be attributed to wilful action or gross negligence.
4. The aforesaid limitations on liability do not apply in the event that claims against Dialog 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 case a fraudulent concealment of a defect is involved. If a guaranteed characteristic is missing, Dialog only bears liability in case of damages, the prevention of which was part of the guarantee.
5. Any liability above the aforementioned is denied without consideration of the legal nature of the claim.
6. As far as liability towards Dialog is limited or disclaimed this also applies towards the personal liability of its employees, representatives, assistants and vicarious agents.
7. Should Dialog be prevented from meeting its commitments by Force Majeure and by the occurrence of unforeseen events which affect either Dialog or its suppliers and which Dialog could not have prevented by taking all due care demanded by the prevailing circumstances such as interruption of operation due to fire, water and similar circumstances, breakdown of machines, outage on side of the telecommunication service provider, interruption of operation due to lack of raw material, energy or employees, labour disputes, measures implemented by official authorities, war, etc., the deadline will be extended by at least the period of delay incurred plus a suitable start-up period. There is no liability to fulfil orders or pay compensation. After the elapse of a period of 6 months, Dialog, as well as the customer, is entitled to withdraw from the contract excluding all warranties of claims.
8. Short time breakdowns and interruptions of the network and the telephone system do not cause entitlement to damage by the customer. The same applies to loss of data, which Dialog is not responsible for.

VIII. Limitation of claims

1. 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. 4. hereof.

IX. Contract duration, Notice of Cancellation

1. The order is only valid for the period agreed upon in the written contract. In case no duration is fixed both parties are entitled to cancel the order at the end of each calendar month, subject to a period of 3 months, without giving reasons. Notice of cancellation has to be made in written form.
2. Due to important reasons the contract can be terminated without notice at any time. Important reasons are, amongst others, especially default of payment or neglect of duty which result from the contract by the customer.
3. Dialog is entitled to cancel or adjust the contract at any time with immediate effect if documents and data material delivered by the customer are not representative for the further documents and data material to be allocated, and when Dialog therefore can not work efficiently according to the expectations.

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

1. 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, Dialog is also entitled to institute legal proceedings against the customer at the court of the customer's domicile. Should the customer transfer his 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 applies likewise in the event the domicile or usual place of abode is unknown at the time at which legal proceedings are instituted.

XI. Privacy, Obligation of Secrecy

1. The name and address of the customer as well as all data required for the fulfilment of the order are stored in automated files.
2. Dialog is entitled to use the customer's data for the purpose of its own advertising or market research, if the customer does not disapprove.
3. Dialog is entitled to hand on individual details of the customer to organizations like Schufa or any other credit agency for the purpose of running a credit check in case this should be necessary for order execution.
4. Dialog will strictly observe confidentiality regarding all business and company secrets that were disclosed in connection with the order.
5. Dialog will observe the regulations of the Federal Ordinance on the Protection of Data (Bundesdatenschutzgesetz) which are binding for Dialog and its employees. Furthermore, Dialog attends to the Code of Honor of the "Call Center Forum Deutschland e.V."

January 2009