

Getränke Zeitung



RATE CARD 2012





Brief profile

GZ is the trade publication of choice for all decision-makers involved in buying and selling beverages in the beverages and food retail sector.

GZ's readership includes managers from beverage wholesaling, food retailing, the beverage sector and beverage importers (source EMNID study).

As well as offering an up-to-date section with concise information, news and accounts of current events in the market, **GZ** focuses on extensive background reports on developments in the individual beverage segments and on shop reports, research findings and individual company portraits.

Other established features of **GZ** are its special issues dealing with major sector events and panel discussions with leading figures from industry and trade.

Jobs section geared specifically towards the beverages sector.

GZ is compulsory reading for all managers in the beverages sector and is an essential source of information for the industry as a whole.

Publishing house:	MEININGER VERLAG GmbH Maximilianstr. 7-17 67433 Neustadt/Germany	Fax:	+49 (0) 63 21 / 89 08-80
Contact:	Editor-in-chief: Angelika Thielen +49 (0) 63 21 / 89 08-68	Internet:	www.meininger.de www.getraenke-zeitung.de
	Editorial Dept.: Barbara Rademacher +49 (0) 63 21 / 89 08-85 Dirk Omlor +49 (0) 63 21 / 89 08-52	Publishing Frequency:	every 2nd Thursday
	Sales Director: Ralf Clemens +49 (0) 63 21 / 89 08-81 eMail: clemens@meininger.de	Subscription Price:	€ 129.20 per year (incl. postage + VAT)
	Advertising Manager: Susanne Kleber +49 (0) 63 21 / 89 08-66 eMail: kleber@meininger.de	Terms of Payment:	Immediately without discount. If paid in advance, deduct 2 % discount.
	Beate Fritzsch +49 (0) 63 21 / 89 08-53 eMail: fritzsch@meininger.de	Bank:	Sparkasse Rhein-Haardt Account No: 1 926 146, Branch Code 546 512 40
	Advertising Secretariat: Bettina Braun +49 (0) 63 21 / 89 08-49	Terms of Business:	The general terms and conditions for the publishing sector shall apply to all order processing (see respective order confirmation)
	Advertising Administration: Miriam Raffel +49 (0) 63 21 / 89 08-48 eMail: raffel@meininger.de		
	Production Management: Horst Emmert +49 (0) 63 21 / 89 08-16		

Sizes in Side Sections	Formats in Printing Area		Trimmed Advertisement plus 3 mm trimming of all edges		Advertisement Prices Colour*
	Width (mm)	Height (mm)	Width (mm)	Height (mm)	
1/1 page	310	440	330	465	€ 5,990
1/2 page upright	153	440	165	465	€ 4,480
1/2 page broadside	310	220	330	233	€ 4,480
DIN A 4	210	297	–	–	€ 4,480
1/3 page upright	101	440	110	465	€ 3,650
1/3 page broadside	310	150	330	155	€ 3,650
1/4 page upright	153	220	–	–	€ 3,200
1/4 page broadside	310	110	–	–	€ 3,200
1/6 page	48	440	–	–	€ 2,750

Double Page Formats					
2/1 page	640	440	660	465	€ 11,980
2 x 1/2 page	640	220	660	233	€ 8,960

Bleed-off advertisements: There must be sufficient space (at least 10 mm) between advertising text and image blocks and the trim-off in bleed-off advertisements.

*All rates quoted are for spot colours as per Euro scale

Special Formats/Special Placements (Width x Height)	Colour
Top of page, left and right next to newspaper title. Format: 72 mm x 60 mm, per ad	€ 1,780
Bottom right-hand corner of front or back page. Format: 153 mm x 95 mm	€ 3,100
Page 2, bottom bar. Format: 1/4 page 310 mm x 110 mm	€ 4,000
Specific placement (minimum size 1/2 page):	increase 15 %
4-page enclosures, banderole and other advertising options	on request

Full-issue supplements <i>incl. distribution costs</i>	Part-issue supplements <i>incl. distribution costs</i>	Tip-on-cards <i>incl. distribution costs</i>
up to 25 g € 2,800	up to 25 g per thsd € 330	<i>Tip-on cards on full-page advertisements</i>
up to 50 g € 3,650	up to 50 g per thsd € 405	Gluing costs (by machine) € 125 per thsd
up to 75 g € 4,000	over 50 g per thsd on request	Gluing costs (by hand) € 195 per thsd
up to 100 g € 4,330	Minimum circulation: 1,000 copies	
over 100 g on request	<i>Grammage of supplement paper: mind. 90 g. Format: max. 320 mm x 225 mm, min. 105 mm x 148 mm. No accordion folds. No discount on supplements.</i>	

Small ads (column width 48 mm, minimum length 40 mm)	
per mm, b/w	€ 2.70
per mm, coloured	€ 6.35
Job market	
Situations vacant per mm, B/W / Colour	€ 2.20 / € 4.35
Situations wanted per mm, B/W / Colour	€ 2.10 / € 4.15
Box fee	€ 7.00
Box fee Foreign	€ 8.50

Discounts	Series discount	Volume discount
	3 insertions = 3 % 6 insertions = 5 % 12 insertions = 10 % 24 insertions = 15 %	1 page = 3 % 3 pages = 5 % 6 pages = 10 % 12 pages = 15 % 24 pages = 20 %
Scales for discount by frequency and volume cannot be combined. Mediation Fee 15 %		

No discount on classified ads.

Edition	Publication date	Advertising deadline	Artwork deadline	Fairs/ Events	Major topics
1-2/2012	12.01.2012	03.01.2012	05.01.2012		Charts 2012: The best innovations – the top sellers in 2011
03/2012	26.01.2012	11.01.2012	18.01.2012		AFB: Energy drinks B: <i>Kölsch</i> S: Semi-bitters T/E: Motor vehicles & co.
04/2012	09.02.2012	25.01.2012	01.02.2012	Intergastra, Stuttgart 11.02. - 15.02.2012 BioFach, Nuremberg 15.02. - 18.02.2012	AFB: World of mineral waters B: <i>Pils</i> S: <i>Korn</i> W/S/C: German wines Preview of Intergastra & BioFach
05/2012	23.02.2012	08.02.2012	15.02.2012	ProWein, Dusseldorf 04.03. - 06.03.2012	ProWein fair issue AFB: Juice B: <i>Altbier</i> S: International liqueurs T/E: Party marquees S & W/S/C: Fair guide
06/2012	08.03.2012	22.02.2012	29.02.2012	InterNorga, Hamburg 09.03. - 14.03.2012	InterNorga fair issue AFB & B: Fair guide S: Italian spirits W/S/C: Italian wines
07/2012	22.03.2012	07.03.2012	14.03.2012	Vinitaly, Verona 25.03. - 28.03.2012 Anuga Food Tec, Cologne 27.03. - 30.03.2012	AFB & B: InterNorga Report S: German coast S & W/S/C: ProWein Report
08/2012	05.04.2012	21.03.2012	28.03.2012		AFB: Aromes B: Wheat beer S: Cocktail basics T/E: Card payment systems
09/2012	19.04.2012	04.04.2012	11.04.2012		AFB: Fruit spritzers B: Shandy S: Vodka W/S/C: Austrian wines T/E: Shop fittings
10/2012	03.05.2012	18.04.2012	25.04.2012		AFB: Iced tea B: Young beer mix drinks S: Classic liqueurs W/S/C: Prosecco
11/2012	18.05.2012	02.05.2012	09.05.2012	BARZONE, Berlin 22.05. - 23.05.2012	BARZONE issue AFB: Seasonal products B: Regional specialities S: White rum W/S/C: French wines
12/2012	31.05.2012	19.05.2012	23.05.2012		AFB: Lemonades B: Non-alcoholic beers S: Aniseed spirits T/E: Cooling vehicles
13/2012	14.06.2012	30.05.2012	06.06.2012		AFB: Imported mineral waters B: International premium brands S: Gin S: Bar syrups W/S/C: Overseas wines
14/2012	28.06.2012	13.06.2012	20.06.2012		AFB: Coke & Coke mixes B: Export/lager/pale S: Regional providers W/S/C: Greek wines T/E: On-packs/free gifts with products
15-16/2012	12.07.2012	27.06.2012	04.07.2012		AFB: Containers B: Party barrels & co S: Aquavit & <i>Kümmel</i> W/S/C: Apple and fruit wines T/E: Additional ranges
17/2012	09.08.2012	25.07.2012	01.08.2012		Special issue on innovations & trends AFB & B: Innovations S: Premixes W/S/C: Branded wines T/E: Glass concepts T/E: Gift packagings
18/2012	23.08.2012	08.08.2012	15.08.2012		AFB: Mineral water-plus concepts B: Malt beer S: Tequila, cachaça W/S/C: Sherry, vermouth, port & madeira
19/2012	06.09.2012	22.08.2012	29.08.2012		AFB: Soft drinks for adults B: Dark beer and <i>Schwarzbier</i> (black beer) S: Cream liqueurs T/E: IT software systems for retailers
20/2012	20.09.2012	05.09.2012	12.09.2012	IAA Utility Vehicles, Hanover 20.09. - 27.09.2012	AFB: Summer review 2012 B: Small containers S: German <i>Weinbrand</i> , brandy, cognac W/S/C: Mulled wine
21/2012	04.10.2012	19.09.2012	26.09.2012		AFB: Therapeutic waters B: Young target group S: Whisk(e)y W/S/C: Spanish wines T/E: Drinks outlet equipment
22/2012	18.10.2012	04.10.2012	10.10.2012	Sial, Paris 21.10. - 25.10.2012	AFB: Sports drinks B: <i>Bock</i> and celebration beers S: Bitters & bitter aperitifs W/S/C: Champagne T/E: Utility vehicles
23/2012	02.11.2012	18.10.2012	25.10.2012	Brau Bevale, Nuremberg 14.11. - 16.11.2012	AFB: Luxury mineral waters B: Women as target group S & W/S/C: Christmas gift ideas S: Fruit brandies W/S/C: German <i>Sekt</i>
24/2012	15.11.2012	31.10.2012	07.11.2012		AFB: Drinks for children B: Sponsoring S: Fun spirits W/S/C: Cava, spumante, crémant
25/2012	29.11.2012	14.11.2012	21.11.2012		Special issue with year's retrospective: What happened in the beverages industry in 2012? AFB & B: Wellness S: Brown rum
26/2012	13.12.2012	28.11.2012	05.12.2012		AFB: Organic AFB & B: Hospitality trade concepts S: Grappa

ABBREVIATIONS: AFB = alcohol-free beverages; B = beer; S = spirits; W/S/C = wine, sparkling wine, champagne; T/E = technology, equipment

Subject to change without notice

Regular features:

- current market research results
- trends and new developments in all beverage sectors
- representative price index
- job market
- new products/campaigns
- trade reports

With regular supplement MEININGER MAGAZIN

Colour advertisements	Colours from colour scale ISO 2846-1. Specific approval is required for special colours or shades that cannot be created by combining colours from the scale used. Details on request. The publishers reserve the right to also use the four-colour scale to compose decorative colours for technical reasons. Slight tone deviations are due to the tolerance range of the offset printing process.
Special colours (HKS)	per colour 715 € Discount on colour surcharges
Printing process	Sheetfed offset, 70 screen colour sets
Paper	80 g/m ² , with small amount of wood, gloss photo printing
Advertisement Design	Changes to the layout or design of existing artwork will be charged to advertisers at cost price. All advertisements esigned and produced by the publishers remain the property of the publishers and may only be used elsewhere with the written consent of the publishers.
Artwork	Data to be supplied as a printable (300 dpi) PDF file and a binding galley proof in accordance with ISO 12647-7. The settings for the PDF file can be downloaded from the www.pva.de website. If it is not possible to create a PDF file, then please supply a 300 dpi image file in the TIF and/or uncompressed EPS format including all the fonts used. The image data should be based on the offset print standard. Area coverage should not exceed 300 % in total.

Data transfer Printable PDF (300 dpi) via
eMail: raffel@meininger.de

Any work required to produce the galley proofs or for setting will be invoiced at cost. Please also take note of our conditions of business stated in the order confirmation.

Artwork to be sent do MEININGER VERLAG GmbH
Mrs. Miriam Raffel
Maximilianstr. 7-17
67433 Neustadt/Weinstraße
Germany

Supplements to be sent do pva, Druck und Medien-Dienstleistungen GmbH
Mr. Klotz
Industriestr. 15
76829 Landau/Pfalz
Germany

VAT at the legally valid rate will be added to all prices.

The contemporary way to address the trade immediately.

Minimum booking period: 4 weeks, always beginning on a Monday.

Format	Size in pixels	Basic price (4 Weeks)	additional week
Full Banner	468 x 60	€ 400,00	€ 100,00
Skyscraper	120 x 600	€ 400,00	€ 100,00
Side banner	140 x 200	€ 320,00	€ 80,00

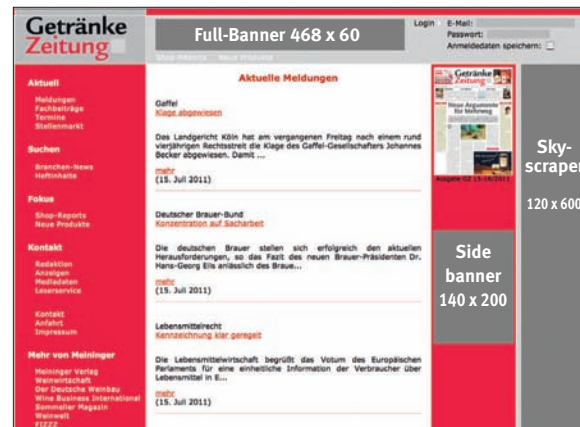
Quality scale:		Performance indicators:
5 – 8 weeks:	3 % discount	Pl per month: 4.486 (Updated: May 2011)
9 – 12 weeks:	5 % discount	Visits per month: 2.122 (Updated: May 2011)
ab 13 weeks:	10 % discount	

Your contact for data supply:

Silke Geiger
 Phone: +49 (0) 63 21 / 89 08-72
 eMail: geiger@meininger.de

Technical details:

Please supply data as JPG or GIF.
 The maximum file size for banners is 60 KB.
 Please email data by no later than one week before first placement.



Banner formats

Full banner:

The full banner is placed in the header area of the web page. The presentation form alone makes this the ideal format for directly communicating simple advertising messages of an informative nature. Format: 468 x 60 pixels.

Skyscraper:

The Skyscraper is a vertical-format banner placed to the right of the editorial content. The space offers plenty of room for information and is perfect for presenting content in graphical form. Format: 120 x 600 pixels.

Side banner:

The side banner is one of the most established forms of online advertising and still enjoys widespread use. It is an inexpensive advertising format which, owing to its size, can be used for copy and images. Format: 140 x 200 pixels.

1 Brief description of title

The title of the trade publication contains the entire programme: GETRÄNKE ZEITUNG (GZ), which is the German for DRINKS NEWSPAPER, is the trade newspaper for the entire beverage trading sector and is published fortnightly. GZ is aimed at the target group which operates in the food and drink trading industry and self-service markets. GZ targets people with decision-making powers and responsibility for the purchase, sale, marketing and distribution of beverages, as well as executives in charge of marketing and distribution among manufacturers and importers. The contents and layout of the editorial contributions comply precisely with the information requirements of the target group: brief, concentrated, easily accessible professional information, always up to date and optically arranged in the ideal manner, provides the trade with the information and knowledge advantage that it needs to work successfully every day. Information from the industry, about the industry, news and comments from the entire drinks scene, market trends, product information, offers, price overviews, activities, lots of interviews and portraits, as well as fundamental articles on product areas and market segments and reporting on supplementary topics such as logistics, the environment, trade fairs, further training etc. are all part of the editorial programme. So where beverage trading is concerned, what you need is GETRÄNKE ZEITUNG.

2 Official organ of	—
3 Publisher	Peter Meininger
4 Editorial staff	Angelika Thielen (Editor in Chief) Dirk Omlor, Babara Rademacher
5 Advertising	Ralf Clemens (Sales Director) Susanne Kleber (Advertising Manager) Beate Fritzsch (Advertising Manager) Miriam Raffel (Advertising Administration)
6 Volume/Year	45 th year 2012
Frequency	every 2 nd Thursday
7 Publishing house	MEININGER VERLAG GmbH
8 Address	Maximilianstraße 7-17 67433 Neustadt an der Weinstraße/Germany
9 Telephone	+ 49 (0) 63 21/89 08-66/-53
10 Fax	+ 49 (0) 63 21/89 08-80
11 Internet	www.meininger.de
eMail	kleber@meininger.de

12 Publication / Topics Schedule Please refer to Editorial Calendar and Schedule 2012

13 Selling Price Annual subscription 129.20 €
(incl. postage + VAT)

14 Editorial-to-advertising analysis 2010 = 24 issues

Magazine format	330 x 465 mm
Total number of pages:	476 pages = 100.0 %
Editorial section:	302 pages = 63.5 %
Advertisements:	174 pages = 36.5 %
of which	
Job & classifieds:	0.6 pages
Inserts and bound-ins:	-
Supplements (no.)	11
of which parts supplements	3

15 Content analysis of the editorial section 2010 = 302 pages

1. Commentary / Short Interviews	12 pages = 3.97 %
2. News	60 pages = 19.87 %
3. Market reports on the individual drinks segments	105 pages = 34.77 %
a) AFB	26 pages = 8.61 %
b) Beer	26 pages = 8.61 %
c) Wine/sparkling wine/champagne	23 pages = 7.62 %
d) Spirits	30 pages = 9.93 %
4. Trade	33 pages = 10.93 %
5. Fairs / Events / Seminars	26 pages = 8.61 %
6. News from the Drink Sector Company and product info, campaigns, sales promotion, personal details	28 pages = 9.27 %
7. Reports	20 pages = 6.62 %
8. Technology and Packaging	13 pages = 4.30 %
9. Training / Law / Money	5 pages = 1.66 %
	302 pages = 100.00 %

16 Circulation audited by: (German Audit Bureau of Circulations)

17 Circulation analysis: Based on average copies per issue in period (1. July 2010 bis 30. June 2011)

Press run:	10,000
Total circulation:	9,842
	1,819 Mail subscriptions of which – 986 association member copies
	205 individual sales
Paid circulation:	2,024 sold through other sources
Free copys:	7,818
	158 residual, file and reference copies

18 Breakdown of geographic distribution:

Economic Region	Percentage of actually distributed copies	
	Percentage	Copies
Federal Republic of Germany	99.4	9,785
Foreign circulation	0.6	57
Total circulation	100.0	9,842
Nielsen-Region 1	14.1	1,375
Schleswig-Holstein, Hamburg, Bremen, Lower Saxony		
Nielsen-Region 2	20.6	2,014
North Rhine-Westphalia		
Nielsen-Region 3a	19.3	1,889
Hesse, Rhineland-Palatinate, Saarland		
Nielsen-Region 3b	14.1	1,386
Baden-Württemberg		
Nielsen-Region 4	17.2	1,687
Bavaria		
Nielsen-Region 5a + 5b	2.1	204
Berlin		
Nielsen-Region 6	4.6	451
Mecklenburg-Western Pomerania, Brandenburg, Saxony-Anhalt		
Nielsen-Region 7	8.0	779
Thuringia, Saxony		
DOMESTIC	100.0	9,785

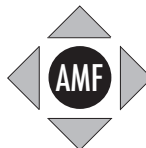
19 Lines of business/Sectors of industry/Specializations/Professional groups

GETRÄNKE ZEITUNG is aimed at buyers and sellers at executive level in high-turnover beverage trading business.

Number of Basic Systematics	Recipient Groups. Description according to "Systematics of the Economic Branches" of the Federal Office of Statistics, sorted by economic level.	Designation as per systematic classification	
		Percentage	Copies
4316	Beverage Dealers of which – wholesalers – retailers, including self-service markets	51.8 24.3 27.5	5,099 2,392 2,707
4311	Food Dealers of which – wholesalers – retailers, including self-service markets	26.8 4.0 22.8	2,637 394 2,243
	Drinks Industry / Manufactures / Importers	18.1	1,781
	Others	3.3	325
	Total	100.0	9,842

Characteristics 20 (Size of business unit), 21 (Position/Function/Profession), 22 (Education/Vocational training), 23 (Age) and 24 (Size of municipality) were not investigated, as the audience value of this publication does not depend on these factors.

Use permitted solely for the production of Working Group on Business Press Media Information (AMF) cards (as at: 1992).



1. For the purpose of the General Terms and Conditions of Business set forth below, an „Advertisement Order“ is the contract made between the publishing house and the customer relating to the publication of one or more advertisements or other advertising media (hereinafter together called “Advertisements”) by advertisers or other promoters (hereinafter together called “Advertisers”) in a magazine or newspaper with the aim of dissemination.

2. A “Closing” is a contract for the publication of several advertisements, with due consideration of the discounts that are to be granted to the Advertiser in accordance with the price list. Each publication is performed upon call by the customer. No discounts will be granted to enterprises of which the business purposes include placing Advertisement Orders for several Advertisers to obtain a joint discount. If a right to call each advertisement is granted in a Closing, the Order must be completed within one year of publication of the first advertisement, insofar as the first advertisement is called and published within one year of the contract being made.

3. If an Order pursuant to Nos. 1 and 2 is not performed due to circumstances for which the publishing house is not responsible, the customer must reimburse to the publishing house the difference between the discount granted and the one corresponding with the actual purchase made, this being without prejudice to any other legal obligations. If nothing has been agreed to the contrary, the customer has a retrospective claim to the discount corresponding to his actual purchase of advertisements within one year.

4. For calculation of purchased quantities, text millimetre lines will be converted into advertisement millimetres in accordance with the price.

5. Orders for advertisements and external supplements which are only to be published or included in certain issues or certain editions or at certain locations in the publication must be received by the publishing house in due time for the customer to be notified before the advertising deadline if the order cannot be performed in this way. Classified advertisements will be printed under the appropriate heading without any express agreement to this effect being required.

Confirmations of placement are issued subject to reservation and placements can be changed for technical reasons. The publishing house cannot be held liable in such cases.

6. Text-section advertisements are advertisements which are adjoined on at least three sides by text and not other advertisements.

If advertisements are of a design that is not identifiable as advertising, they will be clearly marked with the word “advertisement” by the publishing house.

7. The publishing house reserves the right to reject advertisements - including separate calls as part of a Closing - and orders for supplements if the following applies:

- their content breaches the law or public-authority regulations or
- the Deutscher Werberat (German Advertising Standards Council) has objected to their content in complaint proceedings or
- the publishing house cannot reasonably be expected to publish them in view of their content, design, origin or technical form or
- they are advertisements containing advertising of or for third parties.

Orders for other advertising media will only become binding for the publishing house upon submission and approval of the sample.

Advertisements containing advertising of or for third parties (co-operative advertising) are subject in each single case to prior written acceptance by the publishing house. Such acceptance entitles the publishing house to make an extra charge for co-operative advertising.

Supplements of which the format or design gives the reader the impression of being part of the newspaper or magazine or which contain external advertisements can be rejected by the publishing house for such reasons. The customer will be notified immediately of the rejection of an advertisement or other advertising medium.

8. Solely the customer is responsible for on-time supply and flawless quality of suitable artwork or other advertising media. If artwork for advertisements is supplied in a digital form, the customer must ensure that it is as required, in particular that it complies with the publishing house's format or technical specifications and is provided in due time before the start of publication.

Before digital transmission of artwork, the customer must ensure that the transmitted data is free from computer viruses. If the publishing house discovers a computer virus in a file that has been transmitted, it will delete the file without the customer being able to base any claims on such action. The publishing house reserves the right to make damages claims against the customer if it has suffered a loss as a result of such computer viruses transmitted by the customer.

The customer shall pay the costs incurred by the publishing house for any artwork amendments requested by the customer or for which said customer is responsible. The features and quality of the advertisements or other advertising media are agreed to be those customary for the respective item pursuant to the data given in the price list and in the confirmation of order, this being as far as possible in view of the artwork provided. This only applies insofar as the customer meets the publishing house's specifications for preparation and supply of artwork.

9. Artwork will only be returned to the customer by special request. The publishing house's obligation to keep the artwork ends three months after initial publication of the advertisement.

10. If publication of the advertisement does not comply with the contractually agreed features and quality or performance, the customer shall have a claim to a reduction in payment or to a non-defective substitute advertisement or to substitute publication of the other advertising medium but only to the extent to which the purpose of the advertisement or the other advertising medium was adversely affected. The publishing house has the right to refuse a substitute advertisement or substitute publication if

- this involves an amount of work which, in view of the content of the contractual obligation and the principles of good faith, is grossly out of proportion with the customer's interest in performance or
- this would only be possible for the publishing house at a disproportionately high cost.

If the publishing house fails to place the substitute advertisement or publish the other advertising medium within the reasonable period that it has been allowed or if the substitute advertisement or publication is again defective, the customer has a right to a reduction in payment or rescission of the order. The order cannot be rescinded in the event of minor defects in the advertisement or publication of the other advertising medium. Any notices relating to non-apparent defects must be submitted within one year of the beginning of the statutory limitation period.

Damages claims resulting from a positive breach of obligation, culpa in contrahendo or an unlawful act are ruled out, including in the event of placement of an order by telephone; damages claims resulting from impossibility of performance and default are limited to compensation for the foreseeable loss and the amount is restricted to the remuneration payable for the relevant advertisement or supplement. This does not apply to intent and gross negligence on the part of the publishing house, its legal representatives and its vicarious agents. Liability of the publishing house for losses due to the lack of warranted features is not prejudiced. In addition, in commercial transactions, the publishing house will not be liable for gross negligence of vicarious agents either; in other cases, liability to merchants for gross negligence is limited in its scope to the foreseeable loss, this being up to the amount of the relevant advertisement payment.

The publishing house is liable in accordance with legal regulations for claims under the Product Liability Act and for injury to life, body or health. Notices of defects - except for non-apparent defects - must be submitted within four weeks of receipt of the invoice and proof. All claims made against the publishing house based on breaches of contractual obligations are subject to a time limitation of one year as of the statutory start of the period of limitation, unless they are due to action with intent.

11. Test proofs will only be supplied upon express request. The customer is responsible for the correctness of the returned test proofs. The publishing house will make all the corrections of which it is notified by the advertising deadline or within the period allowed when the test proofs were sent.

12. If no special size rulings apply, invoice calculation will be based on the actual printing height as customary for the type of advertisement.

13. The invoice must be paid within the period stated in the price list, unless a different payment period or an advance payment has been agreed in writing in individual cases. Possible discounts for early payment will be granted as per the price list. Any discount credits and subsequent discount debits will not be made until the end of the advertising year in all cases.

14. In the event of payment default or deferral, customary bank interest rates and the costs of collection will be charged. In the event of payment default, the publishing house can postpone continued performance of the ongoing order until payment has been made and can require advance payment of the remaining advertisements.

If there is justified reason to doubt the customer's solvency, the publishing house has the right, even during the term of a Closing, to make the publication of further advertisements dependent on advance payment of the sum by the advertising deadline and on settlement of outstanding invoiced amounts, irrespective of the payment date originally agreed.

15. The publishing house will supply an advertisement proof on request. Depending on the type and scope of the Advertisement Order, advertisement extracts, tear sheets or complete sample copies will be supplied. If a proof is no longer available, it will be replaced by legally binding confirmation by the publishing house that the advertisement was published and disseminated.

16. Pursuant to Sentence 2, a reduction in the print run in the event of a Closing covering several advertisements can justify a claim for price reduction if the overall average of the advertising year, beginning with the first advertisement, falls short of the guaranteed print run. A reduction in the print run only constitutes a defect justifying a price reduction if and to the extent that

- it amounts to at least 20 % for a guaranteed print run of up to 50,000 copies,
- it amounts to at least 15 % for a guaranteed print run of over 50,000 copies.

A reduction in the print run for the reasons given in Number 23 will not taken into account. The guaranteed print run is the average print run specified in the price list or in some other way or, if no print run has been specified, the average print run sold in the previous calendar year (for specialist magazines, the average print run actually circulated, if applicable).

Any additional claims for price reductions relating to Closings are ruled out if the publishing house notified the customer of the drop in the print run in due time for said customer to be able to rescind the contract before the advertisement was published.

17. For box number advertisements, the publishing house will apply the due care expected of a business professional to keeping and forwarding offers on time. Registered and express letters sent in reply to box number advertisements will only be forwarded by standard post. Incoming post for box number advertisements will be kept for four weeks. Any letters not collected during this time will be destroyed. The publishing house will return valuable documents but has no obligation to do so.

In an individual agreement, the publishing house can be granted the right, as the customer's representative, to open the incoming offers instead and in the declared interest of the customer. No letters in excess of the acceptable DIN A4 format or products or book and catalogue consignments or packages will be forwarded or accepted. However, acceptance and forwarding can be agreed in exceptional cases if the customer pays the charges/costs thus incurred.

18. The law of the Federal Republic of Germany applies to the Advertisement Order.

The place of performance is the seat of business of the publishing house.

In business transactions with merchants, legal bodies and special assets under public law, the legal venue for filing legal action is the seat of business of the publishing house. If publishing house claims are not asserted in dunning proceedings, the legal venue for non-merchants shall be determined by their place of residence.

If the residence or customary whereabouts of the customer, including non-merchants, is not known when the legal action is filed or if the customer has moved his residence or customary whereabouts outside the jurisdiction of the law since the contract was made, the publishing house's seat of business is agreed to be the legal venue.

19. Advertising agents and agencies have an obligation to comply with the publishing house's price list in their offers, contracts and invoices for Advertisers.

20. Price changes for Advertisement Orders already placed are effective for entrepreneurs if they are announced by the publishing house at least one month before publication of the advertisement or other advertising medium. The customer holds a right of rescission if prices are increased. The right of rescission must be exercised in writing within 14 days of receipt of notification of the price increase.

21. If a joint discount is claimed for affiliated enterprises, written evidence of the group status of the Advertiser will be required. Affiliated enterprises for the purpose of this provision are enterprises between which there is a capital participation of at least 50 per cent.

For incorporated companies, group status is to be shown by confirmation by an auditor or submission of the latest business report; for business partnerships, such status is to be shown by submission of an excerpt from the Trade Register. Such evidence must be furnished by no later than the end of the advertising year. Evidence submitted at a later date cannot be recognised in retrospect. Group discounts are always subject to the express written confirmation of the publishing house.

Group discounts are only granted for the duration of membership of the group. Termination of group membership must be reported immediately; group discounting ends with termination of group membership.

22. The customer warrants that he possesses all the necessary rights for placement of the advertisement. The customer is solely responsible for the content and for the legal acceptability of both the written and pictorial material provided for advertising and the supplied advertising media. Within the scope of the Advertisement Order, said customer will hold the publishing house harmless in respect of all claims of third parties which may arise for reason of a breach of legal regulations, in particular a breach of competitive and copyright law. In addition, the publishing house will be held harmless in respect of the costs of necessary legal defence. The customer has an obligation to support the publishing house in good faith with its legal defence against third parties, by providing information and documents.

The customer undertakes to pay the costs of publication of any necessary counterstatement at the advertising rate applicable at the time.

The customer assigns to the publishing house all the utilisation, property protection and other rights under copyright law required for use of advertising in print and online media of all kinds, including the internet, such rights being in particular the right of reproduction, dissemination, assignment, broad-casting, making publicly available, removal from a database and call. Said assignment is made to the extent necessary for performance of the order in terms of both time and content. The above rights are assigned without any geographical restriction in all cases.

23. In the event of operational disruptions or in cases of force majeure, illegal labour disputes, unlawful seizure, traffic disruptions, a general shortage of raw materials or energy and similar - both in the publishing house's operations and in external operations which the publishing house uses to meet its obligations -, the publishing house has a claim to full payment of the published advertisements, provided that the published product was supplied by the publishing house with 80 % of the print run sold on average in the last four quarters or warranted in some other way. If smaller quantities were supplied by the publishing house, the invoice amount will be reduced in the same ratio as that of the guaranteed sold or warranted print run to the print run actually supplied.

24. In compliance with Section 33 of the Bundesdatenschutzgesetz (BDSG; Federal Data Protection Act), we advise that the necessary customer and delivery data is stored with the help of electronic data processing for the purposes of the business relationship.