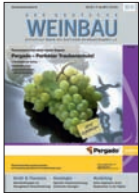


WEINWIRTSCHAFT



RATE CARD 2012





ADDRESSING THE ISSUES THAT MATTER – REACHING THE PEOPLE THAT MATTER

WEINWIRTSCHAFT is the German trade paper serving the entire professional trade in wines and spirits with the highest number of copies sold. Its circulation has been verified by the German Association for Verification of the Circulation of Advertising Media.

WEINWIRTSCHAFT is written by professionals for professionals, providing informed comment, analysing trends, and anticipating future market developments.

WEINWIRTSCHAFT is an essential element in any communications strategy designed to address industry professionals in charge of purchase decisions.

WEINWIRTSCHAFT is of quite vital importance to producers and importers seeking to maintain and boost existing sales levels.

WEINWIRTSCHAFT is Germany's No. 1 for wine.

Publishing house:

MEININGER VERLAG GmbH
Maximilianstr. 7-17
67433 Neustadt
Germany

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www.meininger.de

Publishing Frequency:

Biweekly (Fridays)

Subscription Price:

€ 186.20 per year

Terms of Payment:

Immediately without discount.
If paid in advance, deduct 2 % discount.

Bank:

Sparkasse Rhein-Haardt
Account No: 1 926 146,
Branch Code 546 512 40

Terms of Business:

The general terms and conditions for the publishing sector shall apply to all order processing (see respective order confirmation)

Sizes in Side Sections	Formats in Printing Area		Trimmed Advertisement plus 3 mm trimming of all edges		Advertisement Prices	
	Width (mm)	Height (mm)	Width (mm)	Height (mm)	B/W	Colour*
1/1 page	185	260	210	297	€ 3,250	€ 4,535
3/4 page	137	260	151	297	€ 2,510	€ 3,815
2/3 page	120	260	135	297	€ 2,415	€ 3,710
1/2 page broadside	185	128	210	149	€ 1,825	€ 3,145
1/2 page upright	90	260	104	297	€ 1,825	€ 3,145
1/3 page broadside	185	84	210	106	€ 1,240	€ 2,370
1/3 page upright	58	260	72	297	€ 1,240	€ 2,370
1/4 page broadside	185	62	210	84	€ 1.080	€ 1,890
1/4 page upright	90	128	-	-	€ 1.080	€ 1,890
1/4 page 1-column	43	260	57	297	€ 1.080	€ 1,890
1/8 page broadside	185	30	-	-	€ 580	€ 1,340
1/8 page upright	90	62	-	-	€ 580	€ 1,340

Double Page Formats

2/1 pages	396	260	420	297	€ 6,400	€ 9,070
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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

Dossiers and Specials	on request
Prices for preferred placements (Format: plus 3 mm trimming of all edges)	Colour
Front page. Format: 210 mm x 221 mm (Basic requirement: exclusive first publication)	€ 5,050
4th cover page. Format: 210 mm x 297 mm	€ 4,925
2nd cover page or facing leading article. Format: 210 mm x 297 mm	€ 4,925
All other special positions (minimum size 1/2 page):	increase 15 %

(Cover page cancellation: 6 weeks prior to publication)

Full-issue <i>incl. distribution costs</i>	Tip-on-cards <i>incl. distribution costs</i>	Inserts
up to 25 g € 2,550	<i>Tip-on cards on bound inserts or full-page advertisements.</i>	4-page € 3,575
up to 50 g € 3,250	Gluing costs (by machine) € 125 per thsd	8-page € 6,595
up to 75 g € 3,675	Gluing costs (by hand) € 195 per thsd	
up to 100 g € 4,060		
over 100 g on request	<i>Grammage of supplement paper: mind. 90 g. No accordion folds. No discount on supplements and inserts.</i>	

Small ads: (column width 43 mm)	
per mm, b/w	€ 4.40
per mm, coloured	€ 10.00
Classifieds/Recruitment:	
Situations vacant or wanted per mm	€ 3.30
Other classified ads per mm	€ 3.50
Colour surcharge: 25 %	
Box fee	€ 7.00
Box fee Foreign	€ 8.50

No discount on classified ads.

Discounts	Series discount	Volume discount
	3 insertions = 5 % 6 insertions = 10 % 12 insertions = 15 % 24 insertions = 20 %	1 page = 3 % 3 pages = 5 % 6 pages = 10 % 9 pages = 15 % 12 pages = 20 %
Scales for discount by frequency and volume cannot be combined. Mediation Fee: 15 %		

Issue	Publication date	Advertising deadline	Artwork deadline	Major topics/Articles	Regular features:
1	06/01/2012	16/12/2011	21/12/2011	Top 100 wines of 2011 Rheinhessen	<ul style="list-style-type: none"> - Spectrum - Magazine - Companies and Personalities - Titles & Topics - Service & Support - Wine-tastings <ul style="list-style-type: none"> · food retailers · wine retailers - Markets & Prices <ul style="list-style-type: none"> · bulk wine prices in Germany · bulk wine prices in Europe - Test Report <ul style="list-style-type: none"> · new for your shelves <p>Fairs/Events</p> <p>Millésime Bio, Montpellier 23/01 - 25/01/2012</p> <p>Salon des Vins de Loire, Angers 05/02 - 07/02/2012</p> <p>BioFach, Nuremberg 15/02 - 18/02/2012</p> <p>Vinisud, Montpellier 20/02 - 22/02/2012</p> <p>ProWein, Dusseldorf 04/03 - 06/03/2012</p> <p>Vinitaly, Verona 25/03 - 28/03/2012</p> <p>Alimentaria, Barcelona 26/03 - 29/03/2012</p> <p>BARZONE, Berlin 22/05 - 23/05/2012</p> <p>LIWF, London 22/05 - 24/05/2012</p> <p>VieVinum, Vienna 02/06 - 04/06/2012</p> <p>Cape Wine Show, Cape Town 23/09 - 25/09/2012</p>
2	20/01/2012	06/01/2012	11/01/2012	Greece – the great exporters Languedoc Germany – land of <i>Burgunder</i>	
3	03/02/2012	20/01/2012	25/01/2012	BioFach 2012 – preview Direct imports Trend theme of sustainability	
4	17/02/2012	03/02/2012	08/02/2012	ProWein 2012 – fair guide Top 100 in the wine industry	
5	02/03/2012	17/02/2012	22/02/2012	The latest from ProWein	
6	16/03/2012	02/03/2012	07/03/2012	Vinitaly 2012 – fair guide Italy: - the market - focus on regions	
7	30/03/2012	16/03/2012	21/03/2012	<i>Riesling</i> – the market Cooler & co. – wine mix drinks Friaul	
8	13/04/2012	30/03/2012	04/04/2012	Overseas – market report Semi-sparkling wine, secco & co. Moselle	
9	27/04/2012	13/04/2012	18/04/2012	Spain's best-sellers Rosé Trentino	
10	11/05/2012	27/04/2012	02/05/2012	Trend to light drinks – alcohol-reduced wines Bordeaux Abruzzi	
11	25/05/2012	11/05/2012	16/05/2012	Major topic: Austria – VieVinum Fair guide <i>Dornfelder</i> – variety with character	
12	08/06/2012	25/05/2012	30/05/2012	Australia Prosecco spumante Rioja	
13	22/06/2012	08/06/2012	13/06/2012	Discoveries from Greece Palatinate – the large private marketers Emilia Romagna	
14	06/07/2012	22/06/2012	27/06/2012	Major topic: German co-operatives Prosecco frizzante Grappa	
15	20/07/2012	06/07/2012	11/07/2012	The best French co-operatives Mulled wine Spain's white wines	
16	03/08/2012	20/07/2012	25/07/2012	The best Italian co-operatives Baden – the large private marketers	
17	17/08/2012	03/08/2012	08/08/2012	South Africa – market report Exciting eastern Europe Logistics	
18	31/08/2012	17/08/2012	22/08/2012	Autumn purchasing issue Spain – market report Packagings and gifts	
19	14/09/2012	31/08/2012	05/09/2012	Focus on the <i>Sekt</i> market Chile France – Sud-Ouest	
20	28/09/2012	14/09/2012	19/09/2012	Major topic: organic wines Palatinate Veneto	
21	12/10/2012	28/09/2012	03/10/2012	Brand wines Württemberg Languedoc-Roussillon Sicily	
22	26/10/2012	12/10/2012	17/10/2012	International premium <i>Sekt</i> Argentina Tuscany	
23	09/11/2012	26/10/2012	31/10/2012	Champagne Baden Bag-in-box & co.	
24	23/11/2012	09/11/2012	14/11/2012	Lower Austria Franconia Ribera del Duero	
25	07/12/2012	23/11/2012	28/11/2012	Portugal Rhône Piedmont	
26	21/12/2012	07/12/2012	12/12/2012	California Burgundy Apulia, Calabria, Basilicata & Campania	

Colour advertisements Colours from Color 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

Print process Sheetfed offset, 70 screen

Paper Envelope:
135 g wood-free, white, glossy, coated image print
Inside:
80 g almost wood-free, white, matt-coated offset,
image printing paper

**Ad design/
production** Changes to the layout or design of existing origination will be billed to advertisers at cost price. All advertisements designed 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: geiger@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 to

MEININGER VERLAG GmbH
Mrs. Silke Geiger
Maximilianstr. 7-17
67433 Neustadt/Weinstraße
Germany

Supplements to be sent to

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.

Aktuell und zeitgemäß die Zielgruppe erreichen!

Mindestbelegungsdauer: 4 Wochen; jeweils montags beginnend.

Format	Size in pixeln	Basic price for 4 weeks	additional week
Full banner	468 x 60	€ 580,00	€ 145,00
Skyscraper	120 x 600	€ 480,00	€ 120,00

Quantity scale:	Performance indicators:
5 – 8 weeks: 3 % discount	Pl per month: 8,761 (Updated May 2011)
9 – 12 weeks: 5 % discount	Visits per month: 3,450 (Updated May 2011)
From 13 weeks: 10 % discount	

Your contact for data supply:

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

Please email data by no later than one week before first placement.

Technical details:

Please supply data as JPG or GIF.
 The maximum file size for banners is 60 KB.

Advertising in the WEINWIRTSCHAFT Newsletter upon request.



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.

1 Brief description of title

WEINWIRTSCHAFT is the German trade paper serving the entire professional trade in wines and spirits with the highest number of copies sold. Its circulation has been verified by the German Association for Verification of the Circulation of Advertising Media. Its target audience includes vintners, wine and spirits merchants and importers, and buyers working in the wholesale and retail food trade. An indispensable guide for everyone involved in professional purchase decisions, WEINWIRTSCHAFT offers extensive, in-depth coverage of market news and developments, and is thus considered the leading, most authoritative and reliable source of information on the wine trade by people inside the industry.

2 Official organ of

–

3 Publisher

Peter Meininger

4 Editorial

Dr. Hermann Pilz (Editor-in-chief)
Franz Jürgen Haas, Sascha Speicher,
Clemens Gerke

5 Advertising

Ralf Clemens (Sales Director)
Jörg Sievers (Sales Manager)
Heide Auer (Sales Manager)
Bettina Braun (Advertising Secretariat)

**6 Year of foundation
Frequency**

1903
Biweekly (Fridays)

7 Publishing house

MEININGER VERLAG GmbH

8 Address

Maximilianstraße 7–17
67433 Neustadt an der Weinstraße
Germany

9 Telephone

+49 (0) 63 21/89 08–67/71

10 Fax

+49 (0) 63 21/89 08–80

11 Internet

www.meininger.de

email

clemens@meininger.de
sievers@meininger.de
auer@meininger.de

12 Publication and copy dates

Editorial schedule

Please refer to Editorial Calendar and Schedule 2012

13 Subscription rates

186.20 €

14 Editorial-to-advertising analysis 2010

= 26 issues

Book format: DIN A 4
Total number of pages: 1,604 pages = 100.0 %
Editorial matter: 1,176 pages = 73.3 %
Advertisements: 428 pages = 26.7 %
of which
Classifieds: 22 pages
Tip-ins, bound-ins: 0 pages
Inserts (no.): 16
Part inserts (no.): 0

15 Content analysis in 2010 = 1,176 pages

Magazine	131	pages = 11.14 %
- Background reports, Trade Fairs, Events, Short Interviews		
Spectrum	92	pages = 7.82 %
- News, Jobs & Careers, Terminal, Sector Ticker		
To the point	26	pages = 2.21 %
Titles & Topics	456	pages = 38.78 %
- Commentaries, detailed reports, Round Table, regions, market overviews		
Service & Support	151	pages = 12.84 %
- Sampling, marketing/market analyses, city reports		
Companies & Heads	54	pages = 4.59 %
Editorial	26	pages = 2.21 %
Contents	27	pages = 2.30 %
Markets & Prices	91	pages = 7.74 %
Inquiries	26	pages = 2.21 %
Dossier	96	pages = 8.16 %
	1,176	pages = 100 %

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

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

Press run:	7,039
Total circulation:	6,944
	2,732 Mail subscriptions
	80 other sales
Paid circulation:	2,812
Free distribution (comps/samples):	4,132
	95 Copies not distributed (returns, file, checking copies)

18 Breakdown of geographic distribution:

Region	Share of net circulation	
	Percentage	Copies
Federal Republic of Germany	93.4	6,486
Foreign circulation	6.6	458
Total circulation	100.0	6,944
Nielsen-Region 1	9.4	611
Nielsen-Region 2	13.2	860
Nielsen-Region 3a	41.1	2,663
Nielsen-Region 3b	18.5	1,203
Nielsen-Region 4	12.5	808
Nielsen-Region 5	1.8	119
Nielsen-Region 6	1.5	95
Nielsen-Region 7	2.0	127
DOMESTIC	100.0	6,486

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

WEINWIRTSCHAFT is targeted at persons responsible for purchase and sales decisions in the wine/sparkling wine/champagne trades.

Ref. No.	Audience groups Designation as per systematic classification of industries/trades of the Federal Office of Statistics	Share of net circulation	
		Percentage	Readers
	Wine and spirits trade	47.1	3,271
4118	a) Specialty wine and spirits merchants, off licences	36.6	2,542
4316	b) Importers of wines and spirits	10.5	729
4111	Food wholesalers and retailers	3.0	208
4311	Wine estates, wineries and wine cellars, Winegrowing cooperatives/sparkling wine bottlers/cellars	41.9	2,910
	Wines and spirits sales representatives, commission agents	3.0	208
	Government agencies, trade associations, schools, industry, bank	5.0	347
	Total	100.0	6,944

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.