

WEINWIRTSCHAFT

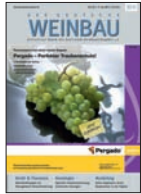


DATOS RELEVANTES PARA LOS MEDIOS 2012



1 Perfil de la revista

WEINWIRTSCHAFT



MUY CERCA Y SIEMPRE PRESENTES

La revista WEINWIRTSCHAFT está especializada en la compra y venta profesional de vino. La tirada de esta revista con mayor número de ejemplares vendidos en Alemania se somete al control de la sociedad alemana para la verificación de la difusión publicitaria (IVW).

WEINWIRTSCHAFT, elaborada por profesionales, crea opinión, analiza tendencias y se anticipa.

WEINWIRTSCHAFT es un medio básico imprescindible en cualquier estrategia de comunicación dirigida al profesional responsable de la toma de decisiones.

WEINWIRTSCHAFT es un instrumento de vital importancia para que productores e importadores vean sus ventas coronadas por el éxito.

WEINWIRTSCHAFT es la revista líder sobre vinos en Alemania.

Editorial: **MEININGER VERLAG GmbH**
Maximilianstr. 7-17
D-67433 Neustadt
Germany

Periodicidad: bimestral

Precio de venta: Abono anual 186,20 €

Teléfono: + 49 (0) 63 21 / 89 08-0
Redacción: -69
Dirección general de anuncios: -81
Venta de anuncios: -67/-71
Secretaría de anuncios: -49
Administración de anuncios: -72
Dirección de producción: -16

Condiciones de pago: al contado, sin descuento. En caso de pago adelantado o cargo en cuenta, descuento del 2%

Datos bancarios: Sparkasse Rhein-Haardt
Nº de cuenta 1 926 146, código bancario 546 512 40

Fax: +49 (0) 63 21 / 89 08-80

Condiciones comerciales: Para la ejecución de pedidos se aplicarán las condiciones comerciales generales de la industria editorial (véase confirmación de pedido)

Internet: www.meininger.de

e-mail: clemens@meininger.de

Tamaño de los módulos de página	Formatos de área imprimible		Anuncios a sangre más un margen adicional de 3 mm de sangre en todos los bordes		Precios de los anuncios	
	anchura (mm)	altura (mm)	anchura (mm)	altura (mm)	b/n	en color*
1/1 página	185	260	210	297	€ 3.250	€ 4.535
3/4 página	137	260	151	297	€ 2.510	€ 3.815
2/3 página	120	260	135	297	€ 2.415	€ 3.710
1/2 página horizontal	185	128	210	149	€ 1.825	€ 3.145
1/2 página vertical	90	260	104	297	€ 1.825	€ 3.145
1/3 página horizontal	185	84	210	106	€ 1.240	€ 2.370
1/3 página vertical	58	260	72	297	€ 1.240	€ 2.370
1/4 página horizontal	185	62	210	84	€ 1.080	€ 1.890
1/4 página vertical	90	128	-	-	€ 1.080	€ 1.890
1/4 página 1 columna	43	260	57	297	€ 1.080	€ 1.890
1/8 página horizontal	185	30	-	-	€ 580	€ 1.340
1/8 página vertical	90	62	-	-	€ 580	€ 1.340

Formatos en páginas dobles

2/1 página	396	260	420	297	€ 6.400	€ 9.070
------------	-----	-----	-----	-----	---------	---------

Anuncios a sangre: En los anuncios con formato a sangre, los elementos de texto y de imágenes de alto contenido publicitario deben mantener suficiente espacio al margen (mínimo 10 mm de sangre).

*Precios para colores especiales según la escala Europa

Publire por tajos y especiales	Previo encargo
Precios por ubicación preferente (Formato: más un margen adicional de 3 mm de sangre en todos los bordes)	En color
Portada. Formato: 210 mm x 221 mm (Condición básica: exclusividad en la primera publicación)	€ 5.050
Contraportada. Formato: 210 mm x 297 mm	€ 4.925
Portada interior o frente a editorial. Formato: 210 mm x 297 mm	€ 4.925
Emplazamiento preferente (tamaño 1/2 página)	15 %

(Plazo de anulación para portadas: 6 semanas antes de la publicación)

Hojas sueltas tirada parcial distribución incluidos	Tip-on-cards distribución incluidos	Encartes
Hasta 25 g € 2.550	Tarjetas postales pegadas sobre encartes o anuncios de página entera.	Encartes de cuatro páginas € 3.575
Hasta 50 g € 3.250	Gastos de encolado (mecánico) € 125 cada mil	Encartes de ocho páginas € 6.595
Hasta 75 g € 3.675	Gastos de encolado (manual) € 195 cada mil	
Hasta 100 g € 4.060		
Más de 100 g previa solicitud	Gramaje del papel de hojas sueltas: mín. 90 g. Pliegue acordeón no permitido. Las hojas sueltas, los encartes de cuadernillo y los elementos pegados no podrán ser objeto de descuento.	

Anuncios por mm: (Ancho de columna 43 mm)	
por mm, s/w	€ 4,40
por mm, en color	€ 10,00
Anuncios ocasionales:	
Ofertas de empleo por mm	€ 3,30
otros anuncios ocasionales por mm	€ 3,50
Recargo color: 25 %	
Tarifa de gestión para anuncios con referencia	€ 7,00
Extranjero	€ 8,50

Descuentos	Descuento por anuncios múltiples	Descuento por volumen
	3 anuncios = 5 % 6 anuncios = 10 % 12 anuncios = 15 % 24 anuncios = 20 %	1 página = 3 % 3 páginas = 5 % 6 páginas = 10 % 9 páginas = 15 % 12 páginas = 20 %
Los descuentos por frecuencia y volumen no se pueden combinar. Comisión para el intermediario: 15 %		

Los anuncios clasificados no podrán ser objeto de descuento.

Edición	Fecha de publicación	Fecha cierre de publicación	Fecha límite entrega documentación	Temas principales/monográficos	Rúbricas permanentes:
1	06-01-12	16-12-11	21.12.2011	Los 100 mejores vinos del año 2011 Hesse Renano	<ul style="list-style-type: none"> - Panorama - Temas de actualidad - Empresas y personas - Título y temas - Servicio & Asistencia - Catas <ul style="list-style-type: none"> · Comercios de alimentación · Comercio especializado - Mercados y precios <ul style="list-style-type: none"> · Precios del vino en toneles en Alemania · Precios del vino toneles en Europa - Informe de las catas <ul style="list-style-type: none"> · Nuevos productos para sus estanterías <p>Ferias y eventos</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, Núremberg 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>Vinality, Verona 25-03 / 28-03-2012</p> <p>Alimentaria, Barcelona 26-03 / 29-03-2012</p> <p>BARZONE, Berlín 22-05 / 23-05-2012</p> <p>LIWF, Londres 22-05 / 24-05-2012</p> <p>VieVinum, Viena 02-06 / 04-06-2012</p> <p>Cape Wine Show, Ciudad del Cabo 23-09 / 25-09-2012</p>
2	20-01-12	06-01-12	11.01.2012	Grecia: los grandes exportadores Languedoc Alemania: el país del Pinot	
3	03-02-12	20-01-12	25.01.2012	BioFach 2012: informe preliminar Importaciones directas El tema de moda: la sostenibilidad	
4	17-02-12	03-02-12	08.02.2012	ProWein 2012: edición ferial Los 100 mejores vinos del sector	
5	02-03-12	17-02-12	22.02.2012	Actualidad ProWein	
6	16-03-12	02-03-12	07.03.2012	Vinality 2012: edición ferial Italia: - El mercado - Las regiones en detalle	
7	30-03-12	16-03-12	21.03.2012	Riesling: el mercado Refrescos y otros: bebidas combinadas con vino Friul	
8	13-04-12	30-03-12	04.04.2012	Ultramar: informe de mercado Vinos d aguja, secco y otros Mosela	
9	27-04-12	13-04-12	18.04.2012	Los más vendidos en España Rosados Trentino	
10	11-05-12	27-04-12	02.05.2012	Lo <i>light</i> está de moda: vino con bajo contenido en alcohol Burdeos Los Abruzos	
11	25-05-12	11-05-12	16.05.2012	Tema central: Austria, VieVinum Edición ferial <i>Dornfelder</i> : variedad con carácter	
12	08-06-12	25-05-12	30.05.2012	Australia Prosecco <i>spumante</i> Rioja	
13	22-06-12	08-06-12	13.06.2012	Descubrimientos de Grecia Palatinado: los grandes comerciantes privados Emilia-Romaña	
14	06-07-12	22-06-12	27.06.2012	Tema central: cooperativas alemanas Prosecco <i>frizzante</i> Grappa	
15	20-07-12	06-07-12	11.07.2012	Las mejores cooperativas francesas Vino caliente especiado Vinos blancos españoles	
16	03-08-12	20-07-12	25.07.2012	Las mejores cooperativas italianas Baden: los grandes comerciantes privados	
17	17-08-12	03-08-12	08.08.2012	Sudáfrica: informe de mercado Europa del Este, cautivadora Logística	
18	31-08-12	17-08-12	22.08.2012	Número especial de compras de otoño España: informe de mercado Embalajes y obsequios	
19	14-09-12	31-08-12	05.09.2012	El mercado de los vinos espumosos en detalle Chile Francia: suroeste	
20	28-09-12	14-09-12	19.09.2012	Tema central: vinos biológicos Palatinado Véneto	
21	12-10-12	28-09-12	03.10.2012	Vinos de marca Wurtemberg Languedoc-Rossellón Sicilia	
22	26-10-12	12-10-12	17.10.2012	Vinos espumosos de calidad internacionales Argentina Toscana	
23	09-11-12	26-10-12	31.10.2012	Champán Baden Envases <i>bag-in-box</i> y otros	
24	23-11-12	09-11-12	14.11.2012	Baja Austria Franconia Ribera del Duero	
25	07-12-12	23-11-12	28.11.2012	Portugal Ródano Piamonte	
26	21-12-12	07-12-12	12.12.2012	California Borgoña Apulia, Calabria, Basilicata y Campania	

Suplementos por color	Colores: esala Colores (ISO 2846-1) especiales o tonalidades que no puedan ser alcanzados mediante la sobreimpresión de colores de la escala cromática, deben ser acordados individualmente. Le proporcionaremos información más detallada tras recibir su demanda. En caso necesario, la editorial se reserva la realización de colores especiales también de la escala de cuatricromía por motivos técnicos. Diferencias ligeras de tonalidad se deben a las tolerancias del procedimiento de impresión Offset.
Colores especiales (HKS)	por color 715 € Los recargos por color podrán ser objeto de descuento.
Método de impresión	Offset de hojas, juegos de fotolitos para color trama 70
Papel	Contraportada: 135 g exento de madera, blanco brillante, impresión de ilustraciones Páginas interiores: 80 g casi exento de madera, blanco, estucado mate impresión de ilustraciones
Configuración de los anuncios	En caso de reestructuración o modificación de documentos de impresión existentes, cargamos los costes propios. Todos los anuncios diseñados y creados por nuestra editorial quedarán como propiedad de la editorial y sólo podrán seguir utilizándose con el permiso por escrito del editor.
Materiales de impresión	Suministro de datos en formato PDF imprimible (300 dpi), con prueba de imprenta definitiva conforme ISO 12647-7. Los ajustes para la elaboración de archivos en PDF pueden ser extraídos de la página de Internet www.pva.de . En caso de que la elaboración en PDF no sea posible: entregar datos de imágenes con una resolución de 300 dpi en formato TIF y/o ficheros EPS incompri-midos incluyendo todos los fonts empleados. Como directriz técnica para la entrega de datos de imágenes se toma el estándar de impresión Offset. El área de cobertura no debe superar conjuntamente el 300 %.

Transmisión de datos Printable PDF (300 dpi) via
eMail: geiger@meininger.de

Los trabajos de elaboración de pruebas de imprenta y composición necesarios serán calculados al precio de coste. Se ruega tener también en cuenta las condiciones comerciales que aparecen en la confirmación del pedido.

**Dirección de envío
Materiales de
impresión** MEININGER VERLAG GmbH
Señora Silke Geiger
Maximilianstr. 7-17
D-76433 Neustadt/ Weinstraße
Germany

**Dirección de envío
Hojas sueltas** pva, Druck und Medien-Dienstleistungen GmbH
Señor Klotz
Industriestr. 15
D-76829 Landau/Pfalz
Germany

Llegue a sus grupos objetivo de una forma moderna y actual.

Duración mínima: 4 semanas; los anuncios empezarán a publicarse los lunes.

Formato	Tamaño en píxeles	Precio básico para 4 semanas	Semana adicional
<i>Full banner</i>	468 x 60	€ 580,00	€ 145,00
<i>Skyscraper</i>	120 x 600	€ 480,00	€ 120,00

Descuento por volumen:	Indicadores de rendimiento:
5-8 semanas: 3 % de descuento	PI mensuales: 8.761 (mayo 2011)
9-12 semanas: 5 % de descuento	Visitas mensuales: 3.450 (mayo 2011)
De 13 semanas: 10 % de descuento	PI = impresiones de página

Su interlocutora para la entrega de lo datos:

Señora Silke Geiger, Tel.: +49 (0) 63 21 / 89 08-72
 Correo electrónico: geiger@meininger.de

Recuerde que debe proporcionarnos los datos como mínimo una semana antes de la primera publicación del anuncio por correo electrónico a la dirección geiger@meininger.de

Información técnica:

La documentación se debe entregar en formato JPG o GIF.
 El tamaño máximo permitido para el archivo del *banner* es de 60 kB.

Si lo solicita, puede publicar su anuncio en el boletín informativo de WEINWIRTSCHAFT



Formatos de banner

Full banner:

La *full banner* se coloca en el encabezado de la página de internet. Su disposición convierte a esta superficie en el formato ideal para la comunicación directa de mensajes publicitarios sencillos de carácter informativo. Formato: 468 x 60 píxeles.

Skyscraper:

El *skyscraper* es una forma publicitaria de formato vertical que se coloca en la parte derecha, junto a los artículos editoriales. Su superficie permite incluir una gran cantidad de información y está destinada a la representación gráfica de contenidos. Formato: 120 x 600 píxeles.

1 Breve descripción

La revista WEINWIRTSCHAFT está especializada en la compra y venta profesional de vino. La tirada de esta revista con mayor número de ejemplares vendidos en Alemania se somete al control de la sociedad alemana para la verificación de la difusión publicitaria (IVW). El público objetivo al que se dirige está formado por lectores pertenecientes al sector del comercio del vino y licores, de la importación y de la compra en el comercio alimentario. WEINWIRTSCHAFT es una guía imprescindible para las decisiones profesionales. WEINWIRTSCHAFT, como reflejo del mercado vinícola, está considerada por los expertos como la fuente más importante, fidedigna y fiable de información sobre el comercio del vino.

2 Órgano gestor

–

3 Editor

Peter Meininger

4 Redacción

Dr. Hermann Pilz (redactor jefe)
Franz Jürgen Haas, Sascha Speicher,
Clemens Gerke

5 Anuncios

Ralf Clemens (Dirección General)
Jörg Sievers (Venta de anuncios)
Heide Auer (Venta de anuncios)
Bettina Braun (Secretaría)

**6 Año de fundación
Periodicidad**

1903
Cada 14 días, los viernes

7 Editorial

MEININGER VERLAG GmbH

8 Dirección postal

Maximilianstrasse 7-17
D-67433 Neustadt an der Weinstrasse
Germany

9 Teléfono

+ 49 (0) 63 21 / 89 08-67/-71

10 Fax

+ 49 (0) 63 21 / 89 08-80

11 Internet

www.meininger.de

e-mail

clemens@meininger.de

**12 Calendario de publicación/
redacción**

Véase el calendario de temas y fechas 2012

13 Precio de venta

Verdorso 186,20 €

14 Análisis del volumen 2010

Formato de la revista:

= 26 números

DIN A 4

Volumen global:

1.604 páginas = 100,0 %

Artículos y noticias:

1.176 páginas = 73,3%

Publicidad:

428 páginas = 26,7 %

de la cual

anuncios ocasionales:

22 páginas

encartes sueltos, encartes de cuadernillo y encartes continuos

0 páginas

Hojas sueltas:

16 ejemplares

de las cuales hojas sueltas sobre parte de la tirada

0 ejemplares

15 Análisis del contenido de artículos y noticias 2010 = 1.176 páginas

Temas de actualidad

131 página = 11,14 %

- Artículos monográficos, Ferias, Eventos, Entrevistas breves

Panorama

92 página = 7,82 %

- Novedades, Profesiones % & Carreras, Fechas y Calendario,

Ticker con noticias del sector

Al asunto

26 página = 2,21 %

Titulares y temas

456 página = 38,78 %

- Reportajes, informes extensos, mesa redonda, regiones

Sinopsis de mercados

Servicio & Asistencia

151 página = 12,84 %

- Catas, marketing/análisis de mercado, reportajes de ciudades

Empresas & Personas

54 página = 4,59 %

Editorial

26 página = 2,21 %

Contenido

27 página = 2,30 %

Mercados & Precios

91 página = 7,74 %

Consultas

26 página = 2,21 %

Dossier

96 página = 8,16 %

1.176 página = 100 %

16 Control de la tirada: 

17 Análisis de la tirada: Ejemplares por número en promedio anual (del 1 de julio 2010 al 30 de junio de 2011)

Tirada: 7.039

Tirada difundida efectiva: 6.944 (TDE)

2.732 Ejemplares suscritos
80 otras ventas

Tirada vendida: 2.812

Ejemplares libres: 4.132

95 Ejemplares remanentes, de archivo y de prueba

18 Análisis de difusión geográfica:

Area económica	Cuota de la tirada difundida efectiva	
	Porcentaje	Ejemplares
República Federal Alemana	93,4	6.486
Extranjero	6,6	458
Tirada difundida efectiva	100,0	6.944
Zona Nielsen 1	9,4	611
Zona Nielsen 2	13,2	860
Zona Nielsen 3a	41,1	2.663
Zona Nielsen 3b	18,5	1.203
Zona Nielsen 4	12,5	808
Zona Nielsen 5	1,8	119
Zona Nielsen 6	1,5	95
Zona Nielsen 7	2,0	127
ALEMANIA	100,0	6.486

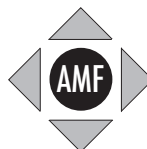
19 Ramos/sectores económicos/orientaciones profesionales/grupos profesionales

WEINWIRTSCHAFT está dirigida a los responsables de la toma de decisiones de compra y venta en el comercio con vino/espumoso/champán.

Código de actividad	Grupos de destinatarios Denominación según la „Codificación de actividad económica“ de la Oficina Federal de Estadística	Cuota de la tirada difundida efectiva	
		Porcentaje	Ejemplares
	Comercio con vinos y licores	47,1	3.271
	del cual		
4118	a) comercio especializado con vinos y licores	36,6	2.542
4316	b) importadores de vinos y licores	10,5	729
4111	Comercio con alimentos mayorista y minorista	3,0	208
4311	bodegas	41,9	2.910
	cooperativas vinícolas/bodegas de espumosos		
	representantes de comercio de vinos y licores, comisionistas, organismos	3,0	208
	oficiales, asociaciones, escuelas, industria, bancos	5,0	347
	Total	100,0	6.944

No se han recabado las características (20 Tamaño de la unidad económica, 21 Cargo en la empresa/función/profesión, 22 Formación académica/formación profesional, 23 Edad y 24 Categorías de magnitud de comunidades), puesto que el valor útil de esta revista especializada no depende de ellos.

Utilización autorizada exclusivamente conforme a las directivas AMF-Karten (1992) - directivas sobre la estructuración y el contenido de los datos de los medios.



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.