

1. Scope of Application

For all magazine subscription agreements made with MEININGER VERLAG GmbH by distance selling, exclusively the present General Terms and Conditions of Business shall apply, together with the terms for the relevant type of subscription, about which the customer will be notified separately.

2. Conclusion of a Subscription Agreement

The subscription agreement is not made until the customer receives written confirmation of the order for the subscription selected by said customer or until the first partial delivery is made. When the agreement has been concluded, delivery, acceptance and payment become legally binding for both contracting parties.

3. Placing an Order on the Internet

Customers can select the desired subscription by, firstly, clicking the relevant magazine at <http://shop.meininger.de>. Then, in the input masks that follow, customers must enter the data required for conclusion of the agreement and select their preferred method of payment. Before placing the order, customers can correct their entries at any time. They do not submit a binding offer for an order until they have clicked the "Order" button to send it to the publishing house.

After the agreement offer has been sent, the data entered by the customer will be forwarded to and managed by the Readers' Service. A subscriber account will be set up for the customer.

4. Contracting parties

The customer's contracting partner is MEININGER VERLAG GmbH, Maximilianstr. 7-17, 67433 Neustadt/Weinstrasse. Managing Directors: Andrea Meininger-Apfel, Christoph Meininger, Peter Meininger Court of Register Ludwigshafen, HRB 42478, VAT ID No.: DE 149 351 631

5. Right of Revocation

You can revoke your contractual statement in writing (i.e. by letter, fax, email) within 14 days without stating any reasons. This period of 14 days begins after receipt of these instructions in writing but not before conclusion of the agreement and not before we have met our obligations to provide information

pursuant to Article 246 Section 2 in conjunction with Section 1 paras. 1 and 2 of the Introductory Law to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch, EGBGB) and our obligations pursuant to Section 312 g para. 1 sentence 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) in conjunction with Article 246 Section 3 EGBGB.

The set period is deemed observed upon dispatch of revocation in due time. Revocation is to be addressed to:

MEININGER VERLAG GmbH
Maximilianstr. 7-17
67433 Neustadt
Germany
Phone: +49 (0)6321 8908-0
Fax: +49 (0)6321 8908-73
Website: www.meininger.de

Consequences of revocation

If the agreement has been effectively revoked, the services received by both parties are to be returned and any benefits obtained (e.g. interest) surrendered. If the user cannot return or surrender the service or benefits received (e.g. benefits of use) or can only do so in part or in a poorer condition, he must pay compensation for loss of value to this extent. This may lead to the user nonetheless having to meet the contractual payment obligations for the period up to revocation. Obligations to return payments must be met within 30 days. This period begins for the user upon dispatch of the statement of revocation and for MEININGER VERLAG GmbH upon receipt of the same.

Please note:

The right of revocation will expire prematurely if the agreement is performed in full by both parties at the express request of the user before he has exercised his right of revocation.

6. Terms of Supply

Supply will begin on the date quoted in the written confirmation of the order, insofar as the order is received in due time (10 days in advance) by the publishing house. For orders in which no date is quoted, the next possible start of supply is deemed to have been agreed.

Supply will be to the supply address stated by the party placing the order.

Any faulty deliveries are to be reported to Customer Service and substitute

supply will be arranged immediately if applicable. The customer must notify Customer Service immediately of any changes in name or address. The customer will be responsible if any issues cannot be delivered because such notification was not given or was given too late.

The customer does not have a claim to a repeat delivery free of charge or to compensation.

7. Subscription Period and Conditions of Termination

For termination of subscriptions to the magazines WEINWIRTSCHAFT, DER DEUTSCHE WEINBAU, SOMMELIER MAGAZIN, GETRÄNKE ZEITUNG, FIZZZ and EURODECOR, notice of termination must be given 6 weeks prior to expiry of the agreed subscription period.

For the magazines WEINWELT and MEININGER'S WINE BUSINESS INTERNATIONAL, the subscription can be terminated at any time from issue to issue. A subscription cannot be terminated before expiry of the agreed subscription period. If notice of termination of the subscription is not given in due time before expiry of the subscription period, the subscription will be extended by an additional year in each case.

8. Terms of Payment

The subscription price must be paid in advance for the whole subscription period.

The invoice must be paid within 14 days to the following account:

MEININGER VERLAG GmbH
Bank code: 546 512 40
Account no.: 1 926 146
Sparkasse Rhein-Haardt
IBAN: DE 22 5465 1240 0001 9261 46
SWIFT/BIC: MALA DE 51DKH

or by direct debit.

If the subscription price is increased, the new price shall apply as of the time of said increase. If the subscription price has been paid in advance, it is guaranteed for the period for which such advance payment applies and cannot be increased.

After learning of an increase in the subscription price, i.e. no later than upon receipt of the invoice, the customer is free to exercise the right of extraordinary termination within a period of 14 days.

9. Trial and Mini Subscriptions

Trial subscriptions always become a payable annual subscription after receipt of the last issues (negative option). If the subscription is not to be continued as an annual subscription, the customer must notify MEININGER VERLAG accordingly by no later than 14 days after receipt of the last issue. Notification must be given to the contact data stated under 4. and 5.

Mini subscriptions end automatically after the end of the subscription period scheduled in the subscription offer (positive option).

10. Reductions

Students and trainees will be granted a reduced subscription price for the magazines WEINWIRTSCHAFT, DER DEUTSCHE WEINBAU, FIZZ, GETRÄNKE ZEITUNG, SOMMELIER MAGAZIN and MEININGER'S WINE BUSINESS INTERNATIONAL, as soon and for as long as they provide a copy of a valid certification of their status. Customers are themselves responsible for constantly updating this certification showing their right to the reduced subscription price. After expiry of the validity of such certification, the publishing house has the right to charge the higher standard subscription price for the remaining subscription period. After an increase in the subscription price, customers have the right to terminate the agreement, even if this is within the minimum agreement period.

No reductions are available for the magazines WEINWELT and EURODECOR.

11. Subscription Gifts

If a gift is chosen in connection with the signing of a subscription agreement, it will not be supplied until the subscription price has been paid, subject to availability. If a current gift is not available, the publishing house will offer another comparable gift.

12. Liability and Warranty

The publishing house shall only be liable for intent or gross negligence in connection with failures to deliver, delayed deliveries or material damage of the printed issues of magazines from MEININGER VERLAG GmbH. The publishing house is not liable for any failure to publish a printed issue as a result of force majeure, an industrial dispute or an interruption of operations for which the publishing house is not res-

ponsible, such as a system breakdown. No replacement can be provided for magazines scheduled to be delivered abroad which arrive late or do not arrive at all.

Insofar as the publishing house is not liable on the basis of a warranty given, liability for damages claims shall be limited as follows:

The publishing house will only be liable for losses caused by ordinary negligence if they are due to a breach of major contractual obligations. Major contractual obligations are those without the fulfilment of which due performance of the agreement is not possible and which the contracting partner should be able to rely on being fulfilled. The publishing house's liability for ordinary negligence under this provision is limited to the loss which was typically foreseeable. This claim to damages expires within 12 months of supply of content. This applies accordingly to limitation of the obligation to compensate futile expenditure and in favour of employees, representatives or vicarious agents of the publishing house.

Pursuant to statutory rulings, liability is unlimited for losses suffered by the customer as a result of intentional or grossly negligent conduct on the part of the publishing house, for personal injury and for losses under the German Product Liability Act. This also applies to losses caused by the publishing house's vicarious agents.

13. Privacy Policy

All the personal data supplied for the order and required to implement the subscription order will be stored with due observation of the regulations of data protection law. We will only forward it to third parties as required by law, in particular for criminal proceedings. After the end of the subscription agreement, personal data will remain in storage to the extent required by law. MEININGER VERLAG GmbH will only use customer data in accordance with its privacy statement, which can be read here.

14. Copyright

Use of journalistic content is only permitted for the customer's own non-commercial purposes, provided that the customer has not agreed anything to the contrary in writing with MEININGER VERLAG GmbH. Forwarding of content to third parties is not permitted, irres-

pective of the purpose and type of such forwarding.

Any use or exploitation of the copyrighted content belonging to MEININGER VERLAG GmbH going beyond the relevant contractual purpose, in particular by duplication, dissemination, digitalisation, storage, etc., is not permitted and constitutes a criminal offence.

15. Final Provisions

If the customer is a merchant, a legal body under public law or a public fund, the legal venue and place of fulfilment will be the seat of business of the publishing house. Solely the law of the Federal Republic of Germany shall apply, with exclusion of UN sales law (CISG).

As of 09/2011