

# ddw der deutsche weinbau



## RATE CARD 2019





## industry-related and influential: the way to your clients

DER DEUTSCHE WEINBAU is the trade magazine for selfmarketing wine-growers, grape and barreled wine-producing companies, cellar masters and the directors of operations in wine and sparkling wine cellarages and cooperatives.

DER DEUTSCHE WEINBAU is the trade magazine in all issues concerning viticulture policy, wine-growing, cellar technology and wine marketing.

DER DEUTSCHE WEINBAU is the base medium for communication with professional decision-makers.

DER DEUTSCHE WEINBAU is of vital significance for the marketing success of manufacturers and service providers.

also as digital edition

## Other MEININGER publications



**Publishing house:**

**MEININGER VERLAG GmbH**  
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**Internet:**

www.meininger.de

**Publishing Frequency:**

Biweekly (Fridays)

**Subscription Price:**

121.40 € per year  
(incl. postage and VAT)

**Terms of Payment:**

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

**Bank:**

Sparkasse Rhein-Haardt  
IBAN: DE 22 5465 1240 0001 9261 46  
BIC: MALA DE 51DKH

**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*
Cover page	205	195	-	-	-	€ 3,250
1/1 page	199	235	225	285	€ 2,990	€ 4,540
1/2 page upright	97	235	112	285	€ 1,520	€ 3,130
1/2 page broadside	199	120	225	140	€ 1,520	€ 3,130
1/3 page upright	63	235	78	285	€ 1,020	€ 2,230
1/3 page broadside	199	72	225	92	€ 1,020	€ 2,230
1/4 page upright	46	235	60	285	€ 810	€ 1,650
1/4 page broadside	199	48	225	68	€ 810	€ 1,650
1/4 page corner placement	97	115	-	-	€ 810	€ 1,650
1/8 page corner placement	97	55	-	-	€ 470	€ 1,270
1/8 page broadside	199	25	225	45	€ 470	€ 1,270

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*

<b>Special Formats/Special Placements</b> (special condition, no further discount possible)	price net/net
Cover page; Format: 205 mm width x 195 mm height ( <i>Cancellation deadline for front page: 6 weeks before publication</i> )	€ 3,250
2nd cover page, 3rd cover page + 4th cover page 1/1 page	€ 3,150
Advertorial 1/1 page or more	from € 3,090

<b>Full-issue supplements</b> <i>incl. distribution costs</i>	
up to 25 g	€ 2,270
up to 50 g	€ 2,970
up to 75 g	€ 3,480
up to 100 g	€ 3,880
over 100 g	on request

<b>Tip-on-cards</b> <i>incl. distribution costs</i>	
Gluing costs (by machine)	€ 137 per thsd
Gluing costs (by hand)	€ 218 per thsd

<b>Inserts</b>	
4-page	€ 3,640
8-page	€ 6,670

*Grammage of supplement paper: no less than 90 g. No accordion folds.  
Format: maximum 215 mm width x 275 mm height. No discount on supplements and inserts.*

<b>Procurement Sources</b>	
each entry per month (order for at least 6 issues required)	€ 100,00 b/w € 125,00 4c
Annual order (= 12 issues)	10 % discount
Inclusion in 3 sections	10 % discount

<b>Classifieds per mm</b>	€ 3,60
Situations per mm	€ 2,75
Other classified ads per mm	€ 3,00
Box fee	€ 7,00
Box fee Foreign	€ 8,50

*(Column width 46 mm); no discount on classified ads  
min. height 20 mm, max. height 228 mm  
Classified ads will be placed within the section „Marktplatz“.*

<b>Columns</b>	<b>Series discount</b>	<b>Volume discount</b>
1 column: 46 mm	3 insertions = 5 %	1 page = 3 %
2 columns: 97 mm	6 insertions = 10 %	3 pages = 5 %
3 columns: 148 mm	12 insertions = 15 %	6 pages = 10 %
4 columns: 199 mm	24 insertions = 20 %	9 pages = 15 %
		12 pages = 20 %
Scales for discount by frequency and volume cannot be combined. <b>Agency commission: 15 %</b>		

Edition	Date of publication	Advertising deadline	Artwork deadline	Major topics	Regular features
01/2019	04/01/2019	14/12/2018	19/12/2018	<b>Agriculture and viticulture days Nieder-Olm</b> <b>Viticulture days Neustadt</b>	<ul style="list-style-type: none"> <li>- Der Oenologe</li> <li>- Latest news</li> <li>- Company information</li> <li>- Portraits, interviews</li> <li>- Wine-grower'market</li> <li>- German Viniculture Association</li> <li>- Magazine</li> <li>- Politics</li> <li>- Technical articles about Viticulture, Wine-maturing</li> <li>- Marketing</li> </ul>
02/2019	18/01/2019	04/01/2019	09/01/2019	Filtration 1 Bottling	
03/2019	01/02/2019	18/01/2019	23/01/2019	Marketing Workwear	
04/2019	15/02/2019	01/02/2019	06/02/2019	Closures 1 Review Agriculture days Nieder-Olm	
05/2019	01/03/2019	15/02/2019	20/02/2019	Technology review agriculture days Nieder-Olm Frost & hail protection	
06/2019	15/03/2019	01/03/2019	06/03/2019	Topic: plant protection	
07/2019	29/03/2019	15/03/2019	20/03/2019	Technology in the vineyard special Grape sorting	
08/2019	12/04/2019	29/03/2019	03/04/2019	Grape processing Fertilisation	
09/2019	26/04/2019	12/04/2019	17/04/2019	Flavored drinks on wine-base Building	
10/2019	10/05/2019	26/04/2019	02/05/2019	Protection against damage caused by wild animals and birds Canopy management	
11/2019	24/05/2019	10/05/2019	15/05/2019	Harvesting equipment Cellar doors features	
12/2019	07/06/2019	24/05/2019	29/05/2019	Fermentation control & refrigeration Pump and conveyer systems	
13/2019	21/06/2019	07/06/2019	12/06/2019	Oenology Plant engineering & construction	<b>Trade fairs / Events</b>
14/2019	05/07/2019	21/06/2019	26/06/2019	Wine analysis Insurances	Rhein Hessische Agrartage, Nieder-Olm 21 <sup>st</sup> – 25 <sup>th</sup> January 2019
15/2019	19/07/2019	05/07/2019	10/07/2019	Pearl and sparkling wine technology Cellar hygiene	BIOFACH, Nürnberg, 13 <sup>th</sup> – 16 <sup>th</sup> February 2019
16–17/2019	16/08/2019	02/08/2019	07/08/2019	<b>Autumn special</b> <b>Bulk wine market</b>	MUNDUS VINI Frühjahr, Neustadt 19 <sup>th</sup> – 24 <sup>th</sup> February 2019
18/2019	30/08/2019	16/08/2019	21/08/2019	Packaging Logistic	ProWein, Dusseldorf 17 <sup>th</sup> – 19 <sup>th</sup> March 2019
19/2019	13/09/2019	30/08/2019	04/09/2019	Special containers Bottles	Best Practice in Wine, Neustadt 07 <sup>th</sup> – 08 <sup>th</sup> May 2019
20/2019	27/09/2019	13/09/2019	18/09/2019	Bottles equipment Cans, Bag in Boxes & Co.	MUNDUS VINI Sommer, Neustadt 29 <sup>th</sup> August – 01 <sup>st</sup> September 2019
21/2019	11/10/2019	27/09/2019	02/10/2019	Filtration 2 Young wine treatment	FORUM VINI, München 08 <sup>th</sup> – 10 <sup>th</sup> November 2019
22/2019	25/10/2019	11/10/2019	16/10/2019	Closures 2 BrauBeviale	BrauBeviale, Nuremberg 12 <sup>th</sup> – 14 <sup>th</sup> November 2019
23/2019	08/11/2019	25/10/2019	30/10/2019	Winzer-Service Messe Karlsruhe Business consultancy	Winzer-Service Messe, Karlsruhe 27 <sup>th</sup> – 28 <sup>th</sup> November 2019
24/2019	22/11/2019	08/11/2019	13/11/2019	Architecture Vine pruning	
25–26/2019	06/12/2019	22/11/2019	27/11/2019	<b>Review 2019</b> <b>Countdown to Agriculture and viticulture days</b> <b>Nieder-Olm 2020</b>	

<b>Colour advertisements</b>	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.
<b>Special colours (HKS)</b>	by request Discount on colour surcharges
<b>Printing process</b>	Sheetfed offset, 70 screen colour sets
<b>Paper</b>	Envelope: 150 g/m <sup>2</sup> wood-free, glossy, coated image print Inside: 100 g/m <sup>2</sup> LuxoSatin
<b>Advertisement Design</b>	Changes to the layout or design of existing artwork will be charged 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.

<b>Artwork</b>	Data to be supplied as a printable (300 dpi) PDF file and a binding galley proof in accordance with ISO 12647-7. <b>The settings for the PDF file (ISO coated v2 300 %) can be downloaded from the <a href="http://www.pva.de">www.pva.de</a> website.</b> 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. The print edition is accompanied by a digital Version. The print advertisements are converted so that they can be displayed on the digital version. In isolated cases, this may lead to minor colour deviations; in view of this, complaints relating to the digital issue shall not be accepted.
<b>Data transfer</b>	Printable PDF (300 dpi) via eMail: burkhart@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.
<b>Artwork to be sent to</b>	MEININGER VERLAG GmbH Nadine Burkhart Maximilianstr. 7-17 67433 Neustadt/Weinstraße Germany
<b>Supplements to be sent to</b>	pva, Druck und Medien-Dienstleistungen GmbH Stefan Klotz Industriestr. 15 76829 Landau/Pfalz Germany

# 6 Other advertising formats (Prices € excluding VAT)

## Advertorial

**SPEZIAL Best Practice in Wine**

### ERO-Gerätebau GmbH Für wettbewerbsfähigen Weinbau

**W**enn die Qualität im Weinbau erhöht, was Winzer gerne versuchen, fällt der Blick auch auf die dort eingesetzten Maschinen. Einer der Marktführer ist die ERO-Gerätebau GmbH, ein langjähriges Unternehmen mit 190 Mitarbeitern. Die Firma ist in Deutschland der größte Spezialanbieter für Weinbaumaschinen und gerade vom Vorstand des zum Traditionsbetrieber ERO-Maschinen werden in allen großen Anbaubereichen der Welt angefordert.

Im kommenden Jahr wird ein neues Werk im Saarland hochgezogen. Auf dem 25000 qm großen Grundstück entstehen 15000 m<sup>2</sup> Produktionsfläche mehr als 2000 m<sup>2</sup> Büro- und Schulungsfläche sowie 500 m<sup>2</sup> Ausstellungsfläche. Dieser Schritt war notwendig, damit sie auch in Zukunft für unsere Kunden Maschinen entwickeln und bauen können die einen wettbewerbsfähigen und zukunftssicheren Weinbau ermöglichen, erklärt Christian Klein, Vorstand der ERO.

Zukunft durch fortschrittliche Maschinen Dieser Strategie folgen hat die Unternehmensleitung Anfang des Jahres 2017 den von der italienischen Firma Sauerwell entwickelten Entzainer übernommen. Ab 2018 wird er in einer überarbeiteten Version komplett durch die Firma ERO gebaut und vermarktet. Vorgestellt wurde der Produktneuzugang namens WinTronix via bereit anlässlich der Best Practice in Wine 2017. Die Vorteile liegen auf der Hand: Winzer der Entzainer (ER100) Profifaktor der Marke Binger Seltbau - der weltweit meistverkaufteste Entzainer - die Blätter mit einem Saugheber anzieht und abzieht, arbeitet der Entzainer WinTronix mit Druckluftschneidern so, dass das Innere der Laubblätter erhalten bleibt und das Innere des Laubblattes durch die präzise Entzainerung wird ohne optische Qualitätsverluste, die Krankheitsbefall und damit den Einsatz chemischer Bekämpfungsmittel, minimiert. Wird das Geöl kurz nach der Blüte eingespritzt, werden zum einen die Gärchenelemente und zum anderen lassen sich kleinere Bakterien entfernen, was wiederum Pilz- und Insektenbefall, sind dabei die Parameter, über die der Weino Ertrags nehmen kann!

Binger Seltbau ER100 Profifaktor Entzainer mit Saugheber

**Wichtig für Qualität im Weinberg stellen**

Zur Entzainer von Sauerwell ergänzt unsere Produktpalette anlässlich. Wir können jetzt an dem Winzer je nach Entzainer das ideale Produkt anbieten, erklärt Michael Erlich, inhaber und Geschäftsführer von ERO. Schon im Weinberg stellt die Winze die Herausforderung Qualität und Charakter des spätkosten Weines. Ein Kader handelt sich zwischen den Entzainer. Wird entzaint, zu welchem Zeitpunkt, nach welchem Prinzip und in welcher Intensität, sind dabei die Parameter, über die der Weino Ertrags nehmen kann!



ERO Entzainer WinTronix Funktionen: Saugheber, Druckluftschneidern

weil meistverkauft Entzainer - die Blätter mit einem Saugheber anzieht und abzieht, arbeitet der Entzainer WinTronix mit Druckluftschneidern so, dass das Innere der Laubblätter erhalten bleibt und das Innere des Laubblattes durch die präzise Entzainerung wird ohne optische Qualitätsverluste, die Krankheitsbefall und damit den Einsatz chemischer Bekämpfungsmittel, minimiert. Wird das Geöl kurz nach der Blüte eingespritzt, werden zum einen die Gärchenelemente und zum anderen lassen sich kleinere Bakterien entfernen, was wiederum Pilz- und Insektenbefall, sind dabei die Parameter, über die der Weino Ertrags nehmen kann!

Bei den Intensiv-Angebot des Best Practice in Wine an den Demonstrationsflächen der von ERO angebotenen Erntegerätegruppen

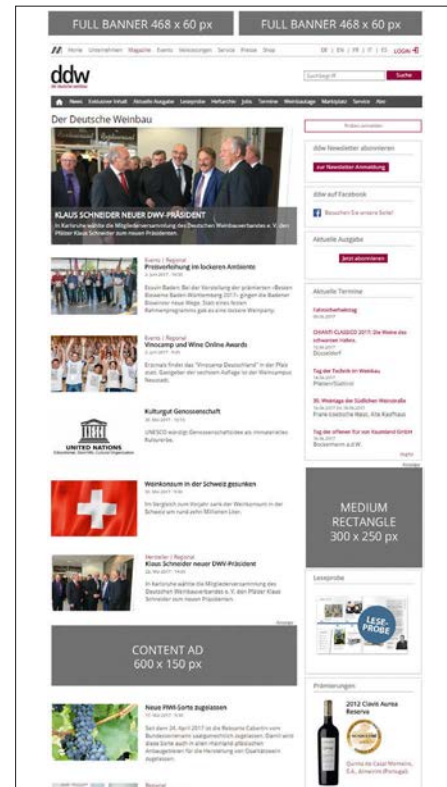
Am 03.09.2017 fand ein von der Firma ERO-Gerätebau GmbH

09.09.2017 12:49:00

**FULLSERVICE: The professional production of your advertorials is guaranteed by the editorial and design expertise of the Meininger Verlag.**

You, as the client, only supply the basic information – raw text and images. Our editorial and design departments assume text preparation and layout. Coordination and approval of advertorial upon agreement.

Prices and conditions by request: [balonier@meiningerv.de](mailto:balonier@meiningerv.de)



The screenshot displays a website interface with several advertising slots. At the top, there are two 'FULL BANNER 468 x 60 px' slots. Below them is a navigation bar with the 'ddw' logo and a search bar. The main content area features a large article titled 'Der Deutsche Weinbau' with a photo of Klaus Schneider. To the right of this article is a sidebar with various links and social media icons. Below the main article, there are several smaller content blocks: a 'Kulturtag Genossenschaft' block with a UN logo, a 'Merkmalen in der Schweiz' block with a Swiss flag, and a 'Neuer Wein (eine Zugabe)' block with a wine bottle image. On the far right, there is a vertical sidebar with a 'MEDIUM RECTANGLE 300 x 250 px' slot and a 'LESS-PROBE' offer. At the bottom, there are more content ad slots, including one for '2012 CIVILIS ANIMA RESERVA' wine.

## Prices for 2 weeks

- |                          |          |                        |
|--------------------------|----------|------------------------|
| <b>Full banner:</b>      | 760 Euro | <b>Newsletter:</b>     |
| <b>Content Ad:</b>       | 705 Euro | 250 Euro per insertion |
| <b>Medium Rectangle:</b> | 905 Euro |                        |



## 1 Brief description of title

DER DEUTSCHE WEINBAU is the official publication of the German Viticulture Association and its member associations and a source of information on all wine-growing policy topics as well as being a guide to marketing and to wine-growing and winery technology. As the information leaflet of the German Working Team for Viticulture Technology (Arbeitsgemeinschaft für Technik im Weinbau, ATW), DER DEUTSCHE WEINBAU leads the way in all areas of research and development.

What is more, every second issue of DER DEUTSCHE WEINBAU includes DER OENOLOGE, the newsletter for the Federation of German Oenologists and graduates from the Geisenheim Faculty of Viticulture and Beverages Technology. So DER DEUTSCHE WEINBAU magazine is the leading information medium – for practitioners as well as all executive personnel in viticulture, oenology and beverages technology.

<b>2 Official organ of</b>	Official publication of the German Wine-Growers' Association and its regional member associations
<b>3 Publisher</b>	Deutscher Weinbauverband e.V., Bonn
<b>4 Editors</b>	Dr. Rudolf Nickenig (Editor-in-chief) Holger Klein Franz Haas Jacqueline Brugger
<b>5 Advertising</b>	Ralf Clemens (Marketing Director) Charlotte Balonier (Sales Manager Media)
<b>6 Annual Set Frequency</b>	74 <sup>th</sup> year 2019 Biweekly (Fridays)

<b>7 Publishing house</b>	MEININGER VERLAG GmbH
<b>8 Address</b>	Maximilianstraße 7–17 67433 Neustadt an der Weinstraße Germany
<b>9 Telephone</b>	+ 49 (0) 63 21/89 08–40
<b>10 Fax</b>	+ 49 (0) 63 21/89 08–80
<b>11 Internet</b>	www.meininger.de www.der-deutsche-weinbau.de
<b>eMail</b>	balonier@meininger.de

## 12 Publication and copy dates


**Editorial schedule** Please refer to Editorial Calendar and Schedule 2019

<b>13 Annual Subscription rates</b>	121.40 €
<b>14 Editorial-to-advertising analysis 2017</b>	= 24 issues
<b>Book format</b>	DIN A 4
<b>Total number of pages:</b>	1,148 pages = 100,00%
<b>Editorial matter:</b>	932 pages = 81,18 %
<b>Advertisements:</b>	216 pages = 18,82 %
of which	
Classifieds:	19 pages
Tip-ins, bound-ins:	0 pages
<b>Inserts (no.)</b>	18
Part inserts (no.)	0

## 15 Content analysis in 2017 (932 pages)

Contents: »Have you heard«?	48 pages = 5,2 %
Editorial	24 pages = 2,5 %
The Bulk Wine Market	24 pages = 2,5 %
Magazine	122 pages = 13,1 %
Viticulture	131,5 pages = 14,1 %
Winemaking	63 pages = 6,8 %
Marketing	49 pages = 5,3 %
Der Oenologe	96 pages = 10,3 %
Regio	26 pages = 2,8 %
Business economics	60,5 pages = 6,5 %
FEI	13 pages = 1,4 %
Technic	52 pages = 5,6 %
ATW (German Working Team for Viticulture Technology)	14 pages = 1,5 %
Interview	19 pages = 2,0 %
From the Industry / FI	31 pages = 3,3 %
Surveys	28 pages = 3,0 %
Politics	34,5 pages = 3,7 %
Pro & Contra	1 pages = 0,1 %
Dates	12 pages = 1,3 %
Extra/Compact	4 pages = 0,4 %
Practical	24 pages = 2,6 %
Imprint	8 pages = 0,9 %
Special agricultural days	23 pages = 2,5 %
Weather	8,5 pages = 0,9 %
Tastings	16 pages = 1,7 %

932 pages = 100,0 %

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

**17 Circulation analysis:** Based on average copies per issue in period (July 1, 2017 – June 30, 2018)

<b>Press run:</b>	8,000
<b>Total circulation:</b>	7,937
	4,292 <b>Mail subscriptions</b>
	– of which 1.051 <b>association member copies</b>
	505 <b>other sales</b>
<b>Paid circulation:</b>	4,797
<b>Free distribution (comps/samples):</b>	3,140
	63 <b>Copies not distributed (returns, file, checking copies)</b>

## 18 Breakdown of geographic distribution:

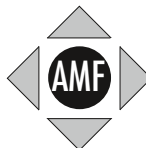
Region	Share of net circulation	
	Percentage	Copies
Federal Republic of Germany	94.9	7,535
Foreign circulation	5.1	402
<b>Total circulation</b>	<b>100.0</b>	<b>7,937</b>
<b>Nielsen-Region 1</b>	0.8	60
<b>Nielsen-Region 2</b>	1.6	121
<b>Nielsen-Region 3a</b>	63.4	4,777
<b>Nielsen-Region 3b</b>	24.2	1,823
<b>Nielsen-Region 4</b>	7.1	535
<b>Nielsen-Region 5a + 5b</b>	1.3	98
<b>Nielsen-Region 6</b>	0.9	68
<b>Nielsen-Region 7</b>	0.7	53
<b>Domestic</b>	<b>100.0</b>	<b>7,535</b>

## 19 Sectors/Branches of industry/Specialized Areas/Professional Groups

DER DEUTSCHE WEINBAU is aimed at the responsible specialists in those branches of industry and research institutions which deal with the cultivation, wine-maturing and marketing of wine and grape-based beverages.

Recipient groups	Share of net circulation	
	Percentage	Readers
– <b>Self-marketing companies, barreled wine marketers, vinicultures businesses</b>	<b>71.2</b>	<b>5,651</b>
– Vintners' cooperatives	13.3	1,055
– Wine and sparkling wine cellar	2.3	183
– Industry, research/education instituts, associations, authorities, others	13.2	1,048
<b>Total</b>	<b>100.0</b>	<b>7,937</b>

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.



# Standard Terms of Acceptance for Advertisements and Inserts

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 its 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 value of the relevant advertisement or supplement. The publishing house is liable in accordance with the 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 voluntary 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 advertiser 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 default, 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 or 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 invoice 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 in keeping and forwarding orders 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.