

RATE CARD 2021

D51 02 | 4,50 EUR | 31. Januar
www.meininger.de

MARKETING
Die Bedeutung von Marken beim Weinhandel

ARCHITEKTUR
Das ist bei der Planung einer Vinothek zu beachten

Offizielles Organ des Deutschen Weinbauverbandes e.V. (DWV)

ddw

der deutsche weinbau

3/20

OPTIMUM
DIE NEUE GENERATION

ddw der deutsche weinbau
3/20

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PELELNC

SCHAFTLICHKEIT

PELELNC

IMMER EINEN SCHRITT VORAN
PRODUKTIVITÄT IN DER KOMFORTKLASSE
DER MAßSTAB FÜR ZUVERLÄSSIGKEIT UND WIRTSCHAFTLICHKEIT

UNSER ANTRIEB IST DIE NATUR
@PELELNC www.pelelnc.com

EINE MEININGER PUBLIKATION



1 Magazine profile

ddw der deutsche weinbau



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



2 Publisher's Details

Publishing house:

MEININGER VERLAG GmbH
Maximilianstr. 7-17
67433 Neustadt
Germany

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

Internet: www.meininger.de

Contact:

Editors:
Jacqueline Kehler +49 (0) 63 21 / 89 08-54
(Editorial board)
Franz Haas +49 (0) 63 21 / 89 08-39

Publishing Frequency: Biweekly (Fridays)

Marketing Director:
Ralf Clemens +49 (0) 63 21 / 89 08-81
clemens@meininger.de

Subscription Price: 125.00 € per year
(incl. postage and VAT)

Marketing Director Assistant:
Silke Geiger +49 (0) 63 21 / 89 08-49
geiger@meininger.de

Terms of Payment: Immediately without discount. If paid in advance, deduct 2 % discount.

Sales Manager ddw:
Charlotte Diemer +49 (0) 63 21 / 89 08-40
diemer@meininger.de

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

Administration:
Nadine Burkhart +49 (0) 63 21 / 89 08-72
burkhart@meininger.de

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

Production (responsible):
Patrick Rubick +49 (0) 63 21 / 89 08-55

Edition	Date of publication	Advertising deadline	Artwork deadline	Major topics	Regular features
01/2021	08/01/2021	11/12/2020	16/12/2020	Agriculture winter days Mainz Viticulture days Neustadt	– Der Oenologe – Latest news
02/2021	22/01/2021	08/01/2021	13/01/2021	Winzer-Service Fair Bottling	– Company information – Portraits, interviews
03/2021	05/02/2021	22/01/2021	27/01/2021	Filtration Alcohol-free and reduced alcohol	– Wine-grower‘market
04/2021	19/02/2021	05/02/2021	10/02/2021	Closures Review Agriculture days Nieder-Olm 1	– German Viniculture Association – Magazine
05/2021	05/03/2021	19/02/2021	24/02/2021	Around the new vineyard Review Agriculture days Nieder-Olm 2	– Politics
06/2021	19/03/2021	05/03/2021	10/03/2021	Topic: plant protection	– Technical articles about Viniculture, Wine-maturing Marketing
07/2021	03/04/2021	19/03/2021	24/03/2021	Frost & hail protection Sustainability in viticulture	
08/2021	16/04/2021	01/04/2021	07/04/2021	Technology in the vineyard special	
09/2021	30/04/2021	16/04/2021	21/04/2021	Grape sorting Irrigation technology	
10/2021	14/05/2021	30/04/2021	05/05/2021	User protection in plant protection Grape presses	
11/2021	28/05/2021	14/05/2021	19/05/2021	Canopy management & sun protection Protection against damage caused by wild animals and birds	
12/2021	11/06/2021	28/05/2021	02/06/2021	Fermentation control & refrigeration Oenology	
13/2021	25/06/2021	11/06/2021	16/06/2021	Harvesting equipment Architecture	Trade fairs / Events
14/2021	09/07/2021	25/06/2021	30/06/2021	Pearl and sparkling wine technology Special containers	1. AgrarWinterTage, Mainz 25 th – 29 th January 2021
15/2021	23/07/2021	09/07/2021	14/07/2021	Wine analysis Seedlings / new varieties	Winzer-Service Messe, Karlsruhe 10 th – 12 th February 2021
16–17/2021	20/08/2021	06/08/2021	11/08/2021	Autumn special	BIOFACH, Nürnberg, 17 th – 20 th February 2021
18/2021	03/09/2021	20/08/2021	25/08/2021	Drinktec Logistics & export	MUNDUS VINI spring, Neustadt 23 rd – 28 th February 2021
19/2021	17/09/2021	03/09/2021	08/09/2021	Packaging Industrial vehicles	ProWein, Dusseldorf 19 th – 23 rd March 2021
20/2021	01/10/2021	17/09/2021	22/09/2021	Around the bottle Consulting & wine law	MUNDUS VINI summer, Neustadt 26 th – 29 th August 2021
21/2021	15/10/2021	01/10/2021	06/10/2021	Architecture: cellar doors Tractor technology	Drinktec, Munich 04 th – 08 th October 2021
22/2021	29/10/2021	15/10/2021	20/10/2021	Topic: Marketing	FORUM VINI, München 12 th – 14 th November 2021
23/2021	12/11/2021	29/10/2021	03/11/2021	Preparation for filling Digital sales channels	
24/2021	26/11/2021	12/11/2021	17/11/2021	Building & technology Insurances	
25–26/2021	10/12/2021	26/11/2021	01/12/2021	Review 2021 Greening & fertilization	

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	-	-	-	€ 3,340
1/1 page	199	235	225	285	€ 3,030	€ 4,675
1/2 page upright	97	235	112	285	€ 1,540	€ 3,215
1/2 page broadside	199	120	225	140	€ 1,540	€ 3,215
1/3 page upright	63	235	78	285	€ 1,030	€ 2,290
1/3 page broadside	199	72	225	92	€ 1,030	€ 2,290
1/4 page upright	46	235	60	285	€ 820	€ 1,700
1/4 page broadside	199	48	225	68	€ 820	€ 1,700
1/4 page corner placement	97	115	-	-	€ 820	€ 1,700
1/8 page corner placement	97	55	-	-	€ 480	€ 1,300
1/8 page broadside	199	25	225	45	€ 480	€ 1,300

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

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

Special Formats/Special Placements (special condition, no further discount possible)	price net/net
Cover page; Format: 205 mm width x 195 mm height (Cancellation deadline for front page: 6 weeks before publication)	€ 3,340
2nd cover page, 3rd cover page + 4th cover page 1/1 page	€ 3,225
Advertorial 1/1 page or more	from € 3,130
1/3 page upright counterpart content (Format: 78 mm x 285)	€ 2,510

Full-issue supplements <i>incl. distribution costs</i>	
up to 25 g	€ 2,300
up to 50 g	€ 3,000
up to 75 g	€ 3,520
up to 100 g	€ 3,930
over 100 g	on request

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

Inserts	
4-page	€ 3,690
8-page	€ 6,760

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.

Procurement Sources (Format 60 x 60 mm)	
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

Classifieds per mm	€ 3,60
Situations per mm	€ 2,80
Other classified ads per mm	€ 3,10
Box fee	€ 7,00
Box fee Foreign	€ 8,50

Columns	Series discount	Volume discount
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 %



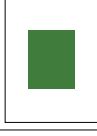
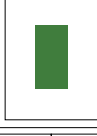
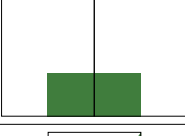

Scales for discount by frequency and volume cannot be combined.
Agency commission: 15 %

(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“.

5 Special advertisement formats and prices € (excluding VAT)

Discount table No. 46, effective from 1.10.2020



Special advertisements inside pages	Width x height in mm + 3 mm bleed	Description	Price
L advert 	74 or 225 width and 285 or 74 height	Your advert as an L – Leaf margin on the left side and a stripe on the bottom	5,080 €
Strip advert, centred 	199 x 72	Your advert (1/3) in the middle of the page, surrounded up and below by text parts	2,530 €
Island advert 	97 x 130	Your advert in the middle of the page, surrounded on all sides by text parts	3,070 €
Island advert slim 	63 x 140	Your advert in the middle of the page, surrounded on all sides by text parts	2,620 €
Spread fireplace 	285 x 112	Your advert will be placed on a dou- ble page at the bottom (bleeding) – equal parts over spine	3,260 €
1/2 page diagonal 	diagonal von 225 x 285 1/2	Your advert runs diagonally on the right page with bleeding on the right side	3,560 €

6 Other advertising formats (Prices € excluding VAT)

Advertorial

ERO-Gräpelinier 7000 **ERO**
Der neue ERO-Traubenvollernter sortiert in Lagen bis 30 Prozent Steigung

Die Qualität der Leseernte gehört zu den wichtigsten Kriterien bei der Planung eines Traubenvollernters. Ferner ist die Ernte in den Böden und Sölen zentraler Sorten ausgesetzt. Einmalige Erntezeiten sind ein weiterer Faktor für die Qualität der Leseernte. Der Trend bewegt sich in den Böden, als ERO mit der automatisierten Leseernte einen Leichter auf dem Traubenvollernter anzubringen. Die ERO kann in einem Bereich entworfen und damit nicht nur einen Anbauort, sondern auch den Leseernteort. Die automatische Leseernte nach dem Ernter wird in der ERO durch den Leseernteer mit einer Abstreifmaschine ausgestattet.

Um die Leseernte weiter zu verbessern, wird der Ernter heute in der Regel mit Sortier-Systemen kombiniert. So wird gewährleistet, dass die Trauben immer mittig auf dem Sortiertrichter abgelegt werden und sich von dort auf gleichmäßig verteilen. Die automatische Trennungslösung sorgt dafür, dass die Abstreifmaschine auch im Steilhang immer in der optimalen Arbeitsposition bleibt und ein gleichzeitiges gutes Arbeitsergebnis erzielt wird. Der Fahrer hat dabei eine gute Sicht auf die Abstreifmaschine und Sortiertrichter und kann

sofort den Rollenabstand wie auch die Geschwindigkeit bei Bedarf vom Fahreritz aus hydraulisch verstellen. Mit dem Sortiersystem VITASORT folgt ERO seinen Ansprüchen: nur hochwertige Technik, sondern auch hervorragende Leseernte zu liefern.

Wenn Sie mehr erfahren Sie bei **ERO-Graefel**
Am ERO-Weg 15469 Sirmen
Tel: 0375/44631110@ergoernte.com

Das System VITASORT kombiniert Abstreifmaschine und Rollenabstand.
Automatische Konformhaltung für eine gleichmäßige Bodenbearbeitung auch in Steillagen.
Hydraulische Weiten- und Geschwindigkeitsverstellung vom Fahreritz aus.

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: diemer@meininger.de

The screenshot shows the ddw website interface with various advertising options and prices:

- FULL BANNER 468 x 40 px:** 770 Euro
- CONTENT AD 600 x 150 px:** 715 Euro
- MEDIUM RECTANGLE 300 x 250 px:** 920 Euro
- Newsletter:** 350 Euro per insertion

Prices for 2 weeks

- Full banner: 770 Euro
- Content Ad: 715 Euro
- Medium Rectangle: 920 Euro

Newsletter:

350 Euro per insertion

7 Technical Printing Information

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)	by request Discount on colour surcharges
Printing process	Sheetfed offset, 70 screen colour sets
Paper	Envelope: 150 g/m ² wood-free, glossy, coated image print Inside: 100 g/m ² LuxoSatin
Advertisement Design	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.

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 (ISO coated v2 300 %) 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. 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.

Data transfer
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.

Artwork to be sent to
MEININGER VERLAG GmbH
Nadine Burkhart
Maximilianstr. 7-17
67433 Neustadt/Weinstraße
Germany

Supplements to be sent to
westermann Druck | pva
c/o johnen-druck GmbH & Co. KG
Abt. Lettershop / TAV
Bornwiese 5
54470 Bernkastel-Kues
Germany

8 Editor / Publisher / Editorial-to-advertising / Content analysis

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.

2 Official organ of Official publication of the German Wine-Growers' Association and its regional member associations

3 Publisher Deutscher Weinbauverband e.V., Bonn

4 Editors Jacqueline Kehrler (Editorial board)
Franz Haas

5 Advertising Ralf Clemens (Marketing Director)
Silke Geiger (Marketing Director Assistant)
Charlotte Diemer (Sales Manager ddw)

6 Annual Set Frequency 76 year 2021
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 08-40

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

11 Internet www.meininger.de
www.der-deutsche-weinbau.de

E-mail diemer@meininger.de

12 Publication and copy dates
Editorial schedule Please refer to Editorial Calendar and Schedule 2021

13 Annual Subscription rates 123.80 €

14 Editorial-to-advertising analysis 2019 = 24 issues

Book format: 225 mm width x 285 mm height
Total number of pages: 1,096 pages = 100,00%
Editorial matter: 848 pages = 77,37 %
Advertisements: 248 pages = 22,63 %
of which
Classifieds: 17 pages
Tip-ins, bound-ins: 0 pages
Inserts (no.) 13
Part inserts (no.) 1

15 Content analysis in 2019 (848 pages)

Contents/Leader	48 pages = 5,7 %
Editorial	24 pages = 2,8 %
The Bulk Wine Market Magazine	24 pages = 2,8 %
Viticulture	134 pages = 15,8 %
Wine making	127,5 pages = 15,0 %
Marketing/Architecture	72 pages = 8,5 %
Der Oenologe	44 pages = 5,2 %
Regio/Fairs	96 pages = 11,3 %
Business economics	26,5 pages = 3,1 %
Technic	42 pages = 5,0 %
ATW (German Working Team for Viticulture Technology)	56 pages = 6,6 %
Interview	4 pages = 0,5 %
From the Industry	4 pages = 0,5 %
Surveys	17,5 pages = 2,0 %
Politics, law, finances	20 pages = 2,4 %
Dates	13,5 pages = 1,6 %
Extra/Compact	13 pages = 1,5 %
Practical	9 pages = 1,1 %
Imprint	24 pages = 2,8 %
Special INTERVITIS	8 pages = 0,9 %
Special agricultural days	0 pages = 0,0 %
Weather	15 pages = 1,8 %
Tastings	14 pages = 1,7 %
	12 pages = 1,4 %

848 pages = 100,0 %

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

17 Circulation analysis: Based on average copies per issue July 1, 2019 – March 30, 2020

Press run:	8,000
Total circulation:	7,928
4,062 Mail subscriptions	
– of which 1.052 association member copies	
483 other sales	
Paid circulation:	4,545
Free distribution (comps/samples):	3,383
72 Copies not distributed (returns, file, checking copies)	

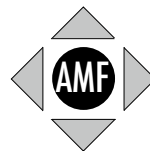
19 Sectors/Branches of industry/Specialized Areas/Professional Groups
 DER DEUTSCHE WEINBAU is aimed at the responsible specialists in those branches of industry and research institutions which deal with the cultivation, wine-maturing and marketing of wine and grape-based beverages.

Recipient groups	Share of net circulation	
	Percentage	Readers
– Self-marketing companies, barreled wine marketers, vinicultures businesses	84.3	6,686
– Vintners' cooperatives	9.4	749
– Wine and sparkling wine cellar	2.1	165
– Industry, research/education instituts, associations, authorities, others	4.1	328
Total	100.0	7,928

18 Breakdown of geographic distribution:

Region	Share of net circulation	
	Percentage	Copies
Federal Republic of Germany	95.5	7,570
Foreign circulation	4.5	358
Total circulation	100.0	7,928
Nielsen-Region 1	2.2	169
Nielsen-Region 2	3.6	275
Nielsen-Region 3a	58.8	4,449
Nielsen-Region 3b	24.0	1,817
Nielsen-Region 4	8.8	665
Nielsen-Region 5a + 5b	2.0	151
Nielsen-Region 6	0.3	23
Nielsen-Region 7	0.3	21
Domestic	100.0	7,570

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 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-payment 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 deferred, 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. However, acceptance and forwarding of 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 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 destroyed. However, acceptance and forwarding of documents but has no obligation to do so.
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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.