

# WEINWIRTSCHAFT

## RATE CARD 2021

WÜRTTEMBERG Große Erbschaften | PROWEIN-PROBE Deutsche Neuheiten 9 | 2020

EINE MEININGER PUBLIKATION 2. Mai | P 7101 | EUR 7,00

# WEINWIRTSCHAFT

www.weinwirtschaft.de



VINI-FAKTEN:  
**WEIT BESTE**  
ENCUVÉE  
NATÜRLICH  
BESTEN  
WEINGÄRTNER-  
SCHAFT  
DEUTSCHLANDS\*

COMPOSITION  
XXL  
Qualitätswein trocken  
FLENGARTENKELLEREI  
SIGHEIM

MUNDUS VINI  
GOLD  
MEININGER 2019

VDP  
Der neue  
Jahrgang

**Pinot Grigio**  
Region oder Marke?  
Corona-resistent

**Schaumweinmarkt**  
Region oder Marke?  
Corona-resistent

**Deutsche Markenweine**  
Region oder Marke?  
Corona-resistent

## 1 Magazine profile

# WEINWIRTSCHAFT



## ADDRESSING THE ISSUES THAT MATTER – REACHING THE PEOPLE THAT MATTER

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

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

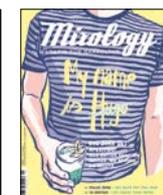
WEINWIRTSCHAFT is an essential element in any communications strategy designed to address industry professionals in charge of purchase decisions.

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

WEINWIRTSCHAFT is Germany's No. 1 for wine.

also available as digital version

## Other MEININGER publications



## 2 Publisher's Details

### Publishing house:

**MEININGER VERLAG GmbH**  
Maximilianstr. 7-17 • 67433 Neustadt  
Germany

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

www.meiningerverlag.de / www.weinwirtschaft.de

### ver Fax:

### Internet:

### Publishing Frequency:

Biweekly (Fridays)

### Subscription Price:

€ 209.00 per year

### 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)

Issue	Publication date	Advertising deadline	Artwork deadline	Major topics / Articles
1	15.01.2021	04.01.2021	07.01.2021	TOP 100 2020   Abruzzo   Portugal   2020 in retrospective
2	29.01.2021	15.01.2021	21.01.2021	Greece – the brands   Rueda   Outlook 2021
3	12.02.2021	29.01.2021	04.02.2021	Organic – Extra 2021   Import strategies of medium-sized companies   Creative and effective at the POS
4	26.02.2021	12.02.2021	18.02.2021	Spring news for the trade part 1   Top 100 international   10 trends in the trade: Germany   Innovation in tap-systems
5	12.03.2021	26.02.2021	04.03.2021	Spring news for the trade part 2   Chile – the market   Rhine-Hesse   Online tastings (support and tools)
6	26.03.2021	12.03.2021	18.03.2021	Sparkling wine mixes and cocktails   Benchmark Burgundy   Sustainability international
7	09.04.2021	26.03.2021	01.04.2021	South Africa   Puglia   Displays and trays at the point of sale
8	23.04.2021	09.04.2021	15.04.2021	Rosé: Germany   Württemberg   New Zealand
9	07.05.2021	23.04.2021	29.04.2021	Fairs Paris   Summer wines   Baden
10	21.05.2021	07.05.2021	12.05.2021	Austria-Extra   Wine mixex: stillwine   Veneto white
11	04.06.2021	21.05.2021	27.05.2021	Vinitaly fair guide   Rosé international   Mulled wines and co.
12	18.06.2021	04.06.2021	10.06.2021	Topseller from France   Prosecco DOC   Top new products 2020/2021
13	02.07.2021	18.06.2021	24.06.2021	Vinitaly best of show   Rosé: premium   Non-alcoholic   White pinot family
14	16.07.2021	02.07.2021	08.07.2021	German cooperatives   Greece   Lambrusco
15	30.07.2021	16.07.2021	22.07.2021	French cooperatives   German wine brands   Prosecco DOCG
16	13.08.2021	30.07.2021	05.08.2021	Italian cooperatives   Mosella   Valdepenas
17	27.08.2021	13.08.2021	19.08.2021	Premium concepts in retail   Trento   Logistic and transportation
18	10.09.2021	27.08.2021	02.09.2021	Autumn buying issue   10 trends in the trade: Italy   Packaging   Gifts and give-aways
19	24.09.2021	10.09.2021	16.09.2021	Topsellers from Italy   Palatinate   Rioja
20	08.10.2021	24.09.2021	30.09.2021	France – EXTRA   International wine brands   Wine without sulfites   Sicily
21	22.10.2021	08.10.2021	14.10.2021	Italy – EXTRA   Sparkling wines – the market   10 trends in the trade: Spain   Romagna: Tasting
22	05.11.2021	22.10.2021	28.10.2021	Crémant international   Württemberg   10 top trends in the gastronomy
23	19.11.2021	05.11.2021	11.11.2021	Topsellers from Spain   Languedoc   Veneto red
24	03.12.2021	19.11.2021	25.11.2021	Rhône   California   Basilicata
25	17.12.2021	03.12.2021	09.12.2021	Austria – the market   Chianti Classico – the market   Franconia
26	31.12.2021	17.12.2021	22.12.2021	Verdicchio & Co.   10 trends in the trade: France   Australia

**Fairs/Events**

**Millésime Bio digital**, Montpellier 25.01. – 27.01.2021 | **BIOFACH digital** 17.02. – 19.02.2021 |  
**MUNDUS VINI spring**, Neustadt 23.02. – 28.02.2021 | **ProWine Hong Kong**, Hong Kong 18.05. – 21.05.2021 |  
**Wine Paris & Vinexpo Paris**, Paris 14.06. – 16.06.2021 | **Vinitaly**, Verona 20.06. – 23.06.2021 |  
**MUNDUS VINI summer**, Neustadt 26.08. – 29.08.2021 | **ProWine Shanghai**, Shanghai 09.11. – 11.11.2021 |  
**FORUM VINI**, Munich 12. – 14.11.2021

Sizes in Side Sections	Formats in Printing Area		Trimmed Advertisement plus 3 mm trimming of all edges		Advertisement Prices Colour*
	Width (mm)	Height (mm)	Width (mm)	Height (mm)	
Coverpage	–	–	215	205	€ 5,625
1/1 page	200	250	225	285	€ 5,025
3/4 page	141	250	156	285	€ 4,225
1/2 page broadside	200	122	225	142	€ 3,520
1/2 page upright	112	250	126	285	€ 3,520
1/3 page broadside	200	80	225	100	€ 2,675
1/3 page upright	83	250	97	285	€ 2,675
1/4 page broadside	200	59	225	79	€ 2,100
1/4 page upright	53	250	68	285	€ 2,100
1/4 page corner placement	83	122	–	–	€ 2,100

Other formats on request

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

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

Dossiers and Specials	on request
<b>Prices for preferred placements</b> (Format: plus 3 mm trimming of all edges)	<b>Colour</b>
2nd, 3rd and 4th cover page (Format: 225 mm x 285 mm)	€ 5,500
1/3 page upright counterpart content (Format: 97 mm x 285 mm)	€ 3,100
All other special positions (minimum size 1/3 page):	increase 15 %
Special size on request	

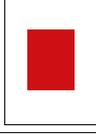
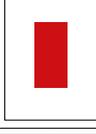
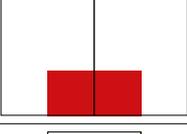
*(Preferred placements cancellation: 6 weeks prior to publication)*

Full-issue <i>incl. distribution costs</i>	Tip-on-cards <i>incl. distribution costs</i>	Inserts
up to 25 g € 2,805	<i>Tip-on cards on bound inserts or full-page advertisements.</i>	4-page € 3,910
up to 50 g € 3,565	Gluing costs (by machine) € 137 per thsd	8-page € 7,245
up to 75 g € 4,020	Gluing costs (by hand) € 218 per thsd	
up to 100 g € 4,410		
over 100 g on request	<b>Grammage of supplement paper: no less than 90 g. Format: maximum 210 mm width x 275 mm height. No accordion folds. No discount on supplements and inserts.</b>	

<b>Small ads: (column width 47 mm)</b>	
per mm, b/w	€ 4.95
per mm, coloured	€ 11.15
<b>Classifieds/Recruitment:</b>	
Situations vacant or wanted per mm	€ 3.85
Other classified ads per mm	€ 4.05
Box fee	€ 7.00
Box fee Foreign	€ 8.50
<b>Max. height of column: 240 mm</b>	

Columns	Series discount	Volume discount
1 column: 47 mm	3 insertions = 5 %	1 page = 3 %
2 columns: 98 mm	6 insertions = 10 %	3 pages = 5 %
3 columns: 149 mm	12 insertions = 15 %	6 pages = 10 %
4 columns: 200 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>		

*No discount on classified ads.*

Special advertisements inside pages	Width x height in mm + 3 mm bleed	Description	Price
L advert 	64 or 225 width and 285 or 64 height	Your advert as an L – Leaf margin on the left side and a stripe on the bottom	5,480 €
Strip advert, centred 	200 x 80	Your advert (1/3) in the middle of the page, surrounded up and below by text parts	2,950 €
Island advert 	112 x 142	Your advert in the middle of the page, surrounded on all sides by text parts	3,250 €
Island advert slim 	83 x 122	Your advert in the middle of the page, surrounded on all sides by text parts	2,800 €
Spread fireplace 	305 x 122	Your advert will be placed on a double page at the bottom (bleeding) – equal parts over spine	4,100 €
1/2 page diagonal 	diagonal 225 x 285 1/2	Your advert runs diagonally on the right page with bleeding on the right side	3,950 €

**6** Other advertising formats (Prices € excluding VAT)

**Advertorial**



**Winzer Kreams Let's Twist**

Einmal mehr mit einem deutlich überproportionalen Wachstum bei der Serie WeinbauKreams. Getriebe wird das anfangs leichte und ein wenig durch das geringe Ertragsniveau in 2012, denn die Ernte war nach 2010 die zweitkleinste der letzten 30 Jahre. Dennoch gibt Heißer für seine Kunden vorzeitig Entwarnung: „Mit Heißer-Süchte kommen wir bei der WeinbauKreams-Produktion gerade über die Runden. Nur hoffen wir, wir sind eine gute Ernte 2014. Nach ist es natürlich viel zu früh, um optimistisch von einer großen Ernte 2015 auszugehen zu können. Doch die ersten Kippen hat die Heißer mit Bienen begleitet. Ein langer Winter, jedoch ohne Frostattacken, und vornehmlich hochdruckreiche Winter und im Frühjahr feuchten zu einem perfekten Gleichgewicht. Heute, wo wir die Winzer im Donnerschlag lange nicht mehr haben. Auch die Gefahr von Spätfrost scheint weitgehend gebannt.“

Es sieht also so aus, als könnten die Winzer Kreams ihre Ertrags- und WeinbauKreams-Produktion haben, was die Winzer Kreams bewusst sehr lange Zeit gelassen mit dieser Entscheidung und am liebsten festgehalten. Letztlich hat der Wunsch des Marktes nach dem traditionellen „Ordnung“ den Ausschlag für den Umstieg gegeben. „Für die klassischen trockenen Weiß- und auch Rotweine haben wir die WeinbauKreams in puncto Qualitätssicherung und Conversion als neuen Produktions- und Vertriebsweg. Die Partnerschaft mit dem Einsteiger Winzer Matthias Gruber Weinler und Kreams-Produktion, sowie die im nächsten ausgehenden Rotweine, sollen jedoch ebenfalls mit Hochdruckreife WeinbauKreams verschlossen werden. Parallel zum Schraubverschluss wurde auch die Ausstattung vor- und nachgeliefert. Mit einem moderneren Schraub- und einem noch klaren Fokus auf die Heißer-Produktion.“

Die seit Jahren unveränderte Frühlings- und Sommerernte ist ein Strahl.

Mehr als 20.000 Besucher pilgern Jahr für Jahr für den WeinbauKreams.

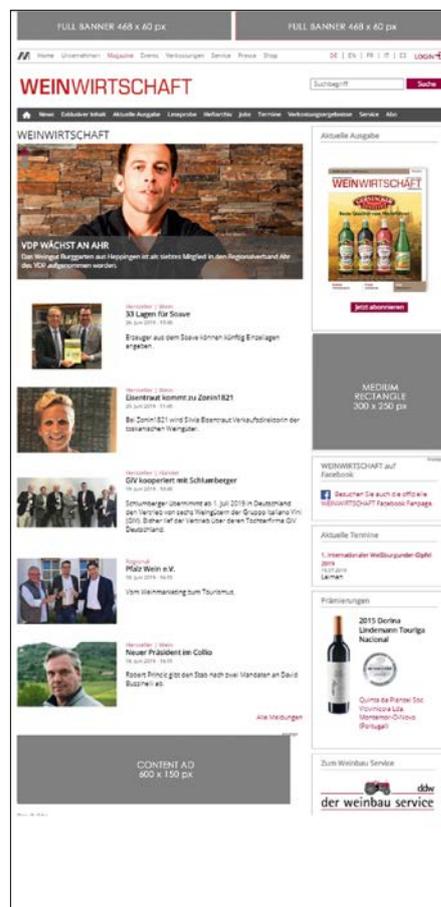
100 bis 140 Familien- und kompetente Team erwartet.

Winzer Kreams eG  
Senggrube 13 A-2000 Kreams  
www.winzerkreams.at, Tel: +43 (0) 2202 20011

**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: sievers@meinger.de



Price for 2 weeks

Full banner: 770 Euro

Content Ad: 715 Euro

Medium Rectangle: 920 Euro

CONTENT AD 800 x 150 px

Price for 2 weeks

Full banner: 770 Euro

Content Ad: 715 Euro

Medium Rectangle: 920 Euro

**Any questions?**  
**Please contact:**  
Charlotte Diemer  
diemer@meinger.de

**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

**Print process** Sheetfed offset, 70 screen

**Paper** Envelope:  
150 g/m<sup>2</sup> wood-free, glossy, coated image print  
Inside:  
100 g/m<sup>2</sup> LuxoSatin

**Ad design/production** Changes to the layout or design of existing origination will be billed to advertisers at cost price. All advertisements designed and produced by the Publishers remain the property of the Publishers, and may only be used elsewhere with the written consent of the Publishers.

**Artwork** Data to be supplied as a printable (300 dpi) PDF file and a binding galley proof in accordance with ISO 12647-7. **The settings for the PDF file (ISO coated v2 300 %) can be downloaded from the [www.pva.de](http://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 digital. 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: [fassbender@meininger.de](mailto:fassbender@meininger.de)

Any work required to produce the galley proofs or for setting will be invoiced at cost. Please also take note of our conditions of business stated in the order confirmation.

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

**2 Official organ of** -

**3 Publisher** Peter Meininger

**4 Editorial** Dr. Hermann Pilz (Editor-in-chief)  
Sascha Speicher, Clemens Gerke,  
Iris Trenkner-Panwitz, Alexandra Wrann  
Eva-Maria Keller

**5 Advertising** Ralf Clemens (Marketing Director Media)  
Silke Geiger (Marketing Director Media Assistant)  
Jörg Sievers (Sales Manager Media)  
Charlotte Balonier (Media Consultant)

**6 Year of foundation** 1903  
**Frequency** Biweekly (Fridays)

**7 Publishing house** MEININGER VERLAG GmbH

**8 Address** Maximilianstraße 7-17  
67433 Neustadt an der Weinstraße  
Germany

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

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

**11 Internet** [www.meininger.de](http://www.meininger.de)

**E-mail** [clemens@meininger.de](mailto:clemens@meininger.de)  
[sievers@meininger.de](mailto:sievers@meininger.de)  
[diemer@meininger.de](mailto:diemer@meininger.de)

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

**13 Subscription rates** 207,20 €

**14 Editorial-to-advertising analysis 2019 = 26 issues**  
Book format: 225 mm width x 285 mm height  
Total number of pages: 1,638 pages = 100.0 %  
Editorial matter: 1,215 pages = 74.16 %  
**Advertisements:** 423 pages = 25.84 %  
of which  
Classifieds: 21 pages  
Tip-ins, bound-ins: 0 pages  
Inserts (no.): 4  
Part inserts (no.): 0

**15 Content analysis in 2019 = 1,215 pages**

<b>WeinKompakt</b>	228 pages = 18.8 %
- Background reports, Trade Fairs, Events, Short Interviews,	
- News, Jobs & Careers, Terminal, Sector Ticker	
Eins. Zwei. Drei	26 pages = 2.1 %
WEINMacher	260 pages = 21.4 %
- background stories, reports	
Fassweinpreise	39 pages = 3.2 %
WEINHandel	193 pages = 15.9 %
- polls, market, reports, market research	
Analytics	26 pages = 2.1 %
Navigator	48 pages = 4.0 %
Markets & Prices	52 pages = 4.3 %
WEINTest	122 pages = 10.0 %
Editorial	26 pages = 2.1 %
Contents	39 pages = 3.2 %
Final	26 pages = 2.1 %
Dossier / Special	104 pages = 8.6 %
Preview / Imprint	26 pages = 2.1 %
	<hr/>
	1,215 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 2019 - March 30 2020

<b>Press run:</b>	7,000
<b>Total circulation:</b>	6,917
	2,054 <b>Mail subscriptions</b>
	73 <b>other sales</b>
<b>Paid circulation:</b>	2,127
<b>Free distribution (comps/samples):</b>	4,790
	83 <b>Copies not distributed (returns, file, checking copies)</b>

17 Breakdown of geographic distribution:

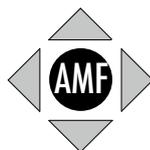
Region	Share of net circulation	
	Percentage	Copies
Federal Republic of Germany	95.4	6,602
Foreign circulation	4.6	315
<b>Total circulation</b>	<b>100.0</b>	<b>6,917</b>
<b>Nielsen-Region 1</b>	<b>9.5</b>	<b>627</b>
<b>Nielsen-Region 2</b>	<b>12.0</b>	<b>789</b>
<b>Nielsen-Region 3a</b>	<b>43.8</b>	<b>2,894</b>
<b>Nielsen-Region 3b</b>	<b>18.2</b>	<b>1,199</b>
<b>Nielsen-Region 4</b>	<b>12.9</b>	<b>854</b>
<b>Nielsen-Region 5</b>	<b>2.2</b>	<b>143</b>
<b>Nielsen-Region 6</b>	<b>0.4</b>	<b>27</b>
<b>Nielsen-Region 7</b>	<b>1.0</b>	<b>69</b>
<b>DOMESTIC</b>	<b>100.0</b>	<b>6,602</b>

18 Lines of business/Sectors of industry/Specializations/Professional groups  
 WEINWIRTSCHAFT is targeted at persons responsible for purchase and sales decisions in the wine/sparkling wine/champagne trades.

Ref. No.	Audience groups Designation as per systematic classification of industries/trades of the Federal Office of Statistics	Share of net circulation	
		Percentage	Readers
	<b>Wine and spirits trade</b>	<b>36.9</b>	<b>2,549</b>
4118	a) Specialty wine and spirits merchants, off licences	29.6	2,050
4316	b) Importers of wines and spirits	7.3	499
4111	<b>Food wholesalers and retailers</b>	<b>1.2</b>	<b>86</b>
4311	<b>Wine estates, wineries and wine cellars, winegrowing cooperatives/sparkling wine bottlers/cellars</b>	<b>53.6</b>	<b>3,705</b>
	<b>Wines and spirits sales representatives, commission agents</b>	<b>1.2</b>	<b>86</b>
	<b>Government agencies, trade associations, schools, industry, bank</b>	<b>7.1</b>	<b>491</b>
	<b>Total</b>	<b>100.0</b>	<b>6,917</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.

Use permitted solely for the production of Working Group on Business Press Media Information (AMF) cards (as at: 1992).



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.

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 contract 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 calculated, 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, broadcast-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.