

sommelier meiningers

The „Fine Wining“ Magazine

RATE CARD 2023

01-2022 EUR 12,80 *Das Magazin für Fine Wining*

PANORAMA
Nahe – nur echt mit Charakter

PAIRING
Niko Romitos Reale – Kunst der Einfachheit

PERLAGE
Cava vs. Corpinnat – die Spitze überzeugt

PRAXIS
Die Renaissance des Obstsaftes

sommelier meiningers
sommelier

Spanien
Lagen-Klassifikation:
Viñedos Singulares & Co.
Fino & Manzanilla

Champagne-Pairing
Brut oder Rosé – wer ist der perfekte Allrounder?

Shahzad Talukder
Der Sommelier im neuen Team des Ateliers



1

Magazine Profile



HIGH USER VALUE. ELEGANT FORM. IN-DEPTH COVERAGE.

MEININGERS SOMMELIER is the “fine wining” magazine for the top class gastronomy industry. We report on everything of interest to sommeliers – such as wine, beverages and luxury products – in an informative, in-depth and entertaining way.

In each issue you can read:

- Panorama:** Reports from regions and wine-growing areas, both national and international
- Profile:** Interviews with the industry’s leading figures and profiles of new concepts
- Tasting:** A wide range of exciting compact tasting formats
- Practice:** Categories covered include water, glasses and spirits as well as beers
- Perlage:** Editorial expertise in the top segment of bottle-fermented sparkling wines

Plus: 8-page Sommelier-Union Intern

As official association publication of the Sommelier-Union Deutschland e.V., MEININGERS SOMMELIER reports on the latest topics from this member circle. The magazine offers a direct link between the sommelier union and top class gastronomy and sommelier industries.

Other MEININGER publications



meiningers
sommelier



2

Publisher's Details

meiningers
sommelier

Publisher: MEININGER VERLAG GmbH
Maximilianstraße 7-19
D-67433 Neustadt

Contact: **Editor-in-Chief**
Sascha Speicher
+49 6321-8908-58
speicher@meiningers.de

Editor
Christoph Nicklas
+49 6321-8908-153
nicklas@meiningers.de

Director Sales & Marketing
Frank Apfel
+49 6321-8908-81
apfel@meiningers.de

Assistant Director Sales & Marketing
Silke Geiger
+49 6321-8908-49
geiger@meiningers.de

Sales Manager Media (Lead)
Jörg Sievers
+49 6321-8908-67
sievers@meiningers.de

Sales Manager Media
Florian Stever
+49 6321-8908-67
stever@meiningers.de

Administration
Sieglinde Faßbender
+49 6321-8908-78
fassbender@meiningers.de

Production (responsible)
Patrick Rubick
+49 6321-8908-55
rubick@meiningers.de

Internet: www.meiningers.de
www.sommelier-magazin.de

Frequency: 4x annually

Subscription Price: On request

Payment Terms Immediately without deduction.
2% discount upon advance payment /
direct debit.

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

Terms of Business Orders are subject to the general terms and
conditions of the publisher
(see order confirmation).

3

Editorial Calendar and Publication Schedule 2023

Nr.	DATES	PANORAMA	PRACTICE	TASTING	PERLAGE	FAIRS	
I / 2023	Date of publication: 24. February 2023	Franconia	Save the digestif	German grands crus	Champagne	Wine Paris & Vinexpo Paris 13.02. – 15.02.2023 Paris BIOFACH 14.02. – 17.02.2023 Nuremberg MUNDUS VINI spring 22.02. – 27.02.2023 Neustadt ProWein 19.03. – 21.03.2023 Dusseldorf Vinitaly 02.04. – 05.04.2023 Verona Sparkling Twenties 09.05.2023 Neustadt ProWine Asia 10.05. – 12.05.2023 Hongkong	
	Advertisement deadline: 16. January 2023	Spain		Spain: Classic & Cult			
	Print document deadline: 23. January 2023	ProWein, MUNDUS VINI spring, BIOFACH					
II / 2023	Date of publication: 26. May 2023	Rhin Hessen	Finest 100 wine lists	VDP „en primeur“	Italy	ProWine Asia 10.05. – 12.05.2023 Hongkong	
	Advertisement deadline: 17. April 2023	Italy		Nachwuchs-sommelier			Italy: New super tuscan
	Print document deadline: 24. April 2023	Vinitaly					
III / 2023	Date of publication: 01. September 2023	German Chardonnays	Water	Austria	Bottled fermented sparkling wine tasting	100 % Champagne 02.07. – 03.07.2023 Munich MUNDUS VINI summer 01.09. – 04.09.2023 Neustadt FORUM VINI 03.11. – 05.11.2023 Munich MEININGER'S FINEST 100 22.11.2023 Neustadt FINEST SPIRITS February 2024 Munich	
	Advertisement deadline: 24. July 2023	Austria					
	Print document deadline: 31. July 2023						
IV / 2023	Date of publication: 10. November 2023	Baden	Glass	VDP.Großes Gewächs	Champagne tasting		
	Advertisement deadline: 09. October 2023	France		France			
	Print document deadline: 16. October 2023	MUNDUS VINI summer					

4

Advertisement Formats and Prices €

(excluding VAT / Discount
Table No. 23, effective from
01/10/2022)

SIZE	FORMAT Width x height (mm)	PRICE 4 colour (Euro scale)
1/1 page	225 x 290	4,050
1/1 page – Advertorial	225 x 290	4,455
1/2 page upright	102.5 x 290	2,500
1/2 page broadside	225 x 144	2,500
1/3 page upright	71 x 290	1,850
1/3 page broadside	225 x 97	1,850

SPECIAL FORMATS* AND PLACEMENTS**		
Inside front cover	225 x 290	4,650
Inside back cover	225 x 290	4,650
Outside back cover	225 x 290	4,650

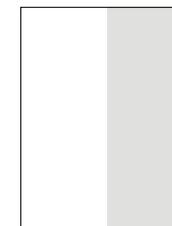
ONLINE BUSINESS
Jörg Sievers sievers@meininger.de

CLASSIFIEDS RECRUITMENT	JOB MARKET/ MISCELLANEOUS	BOX FEE
Column width 57 mm	3.45 / mm	Inland: 7.50 Abroad: 9.00

meiningers
sommelier



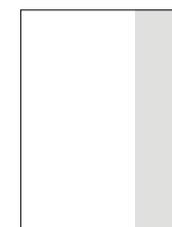
1/1 page (mm)
Format: W 225 x H 290



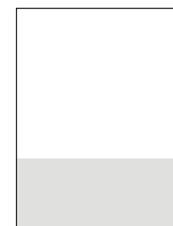
1/2 page upright (mm)
Format: W 102.5 x H 290



1/2 page broadside (mm)
Format: W 225 x H 144



1/3 page upright (mm)
Format: W 71 x H 290



1/3 page broadside (mm)
Format: W 225 x H 97

All advertisement
formats: plus 3mm
trim on all sides.

SERIES DISCOUNT

2 insertions = 5%
4 insertions = 10%

* **Special formats:** enquiries may also be made regarding advertisement formats which are not given in the price list. This will be checked immediately.

** **Placement requirements** (minimum size ½ page): 15%.

Cancellation deadline for cover pages: 6 weeks before date of publication

Print document deadline for advertorials: 4 weeks before date of publication

5

Other and Special Advertisement Formats and Prices €

(excluding VAT / Discount Table No. 23, effective from 01/10/2022)

INSERTS (incl. distribution costs)		SUPPLEMENTS		ADHESIVE INSERTS (incl. distribution costs)	
Up to 25 g	3,015	4 page	4,360	DIN postcard	159 / 1,000
Up to 50 g	3,795	8 page	5,775	Product samples, CDs etc:	price upon request
Up to 75 g	4,125				

There are no discounts on inserts, supplements and adhesive inserts.
Format: maximum 220 mm width x 285 height.

Advertorial

Winzer Kreams
Let's Twist

Der Weisjahrgang 2012 bleibt der Winzer Kreams die in nachfolgender Erntezeit und weichen die Augen die Experten Lustig nicht nur mit einem lachenden Mund sondern auch mit dem besten per feinen Jahrgang 2012 können wir zumindere höchsten Spezialitäten weiter forcieren. Die Umsatzentwicklung bestätigt unsere kontinuierliche und stetige Anwesenheit der Winzer Kreams in Deutschland den Umsatzwachstum von 17 Prozent im Vergleich zum vergangenen Jahr.

Einmal mehr mit einem deutlich überproportionalen Wachstum bei der Serie Winzer Kreams. Gerade wird das schöne Bild nur ein wenig durch das geringe Ernterückende in 2012, denn die Ernte war nach 2010 die zweitkleinste der letzten 30 Jahre. Dennoch gibt Natur für einen guten und vorzüglichen Ernteertrag. Aus heutiger Sicht können wir bei der momentanen Absatzentwicklung gerade über die Runden. Nach allem was wir alle auf eine gute Ernte 2013 - hoch zu sein werden und so für uns optimistisch von einer großen Ernte 2013 erwarten zu können. Doch die ersten Klappen hat die Vegetation mit Brauner Gemeiner. Ein langer Winter, jedoch ohne Frostschäden, und ausreichende Niederschläge im Winter und Frühling Ernte zu einem perfekten, gleichzeitigen Ausbleib, wie ihn die Winzer im Durchschnitt jeder zwei Jahre haben. Auch die Gefahr von Spätfrostschäden scheint weitgehend gebannt.

Es sieht also so aus, als könnten die Winzer Kreams ihre erfolgreiche Weinmanufaktur Kreams und ihr Fachhändlers- und Gastronomie-Netzwerk, Hotelrestaurant, Privat- und öffentlichen Handel nutzen. Mit dem Jahrgang 2012 gibt es in beiden Serien eine bestmögliche Neuerung. Die kompletten Serien Weinmanufaktur Kreams für den qualifizierten Lebensmittelhandel und Gastronomie-Anbieter (exklusiv für Gastronomie & Fachhandel) werden mit dem gerade erfolgigen Jahrgangswachstum auf Schwabenshöhe umgestellt.

Als Anhänger einer naturnahen und nachhaltigen Produktion haben sich die Winzer Kreams bewusst eine lange Zeit gelassen mit dieser Entscheidung und am Naturerfolg festgehalten. Letztlich hat die Natur das Meiste nach dem praktischen Drehpunkt des Ausbleib für den Ernteertrag gegeben. Für die klassische Fruchtigen Weiß- und auch Rotweinen seien wir dies Schwabenshoch in puncto Qualitätsicherung und Conversion wie deren Produktions- und Lagerungs- die Winzer Kreams ihre Entscheidung, die Premiumweine aus den Einmaligen Reife- und Weinberg Ernte, bester und bester Pfaffenberg Reife, sowie die im Herbst. Das magischen Reife, sollte jedoch weiterhin mit hochwertigem Naturertrag verschaffen werden. Parallel zum Schwabenshoch wurde auch die Ausstattung vorzüglich weiterentwickelt, mit einem moderneren Schriftbild und einem noch klareren Fokus auf die Hauptausgabe.

Das mit Jahren immer mehr Fachhandel stellt an einem Stand

Mehr als 30.000 Besucher pilgerten Jahr für Jahr zur Landgrube 11 ...

... wir ein festliches und kompetentes Team erweist

Winzer Kreams ist Landgrube 11 & 2000 Kreams
www.winzerkreams.at, Tel. +43 (0) 2732 8511

FULLSERVICE:
The professional production of your advertorials is guaranteed by the editorial and design expertise of the Meiningers 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:
siewers@meiningers.de

COLOUR ADVERTISEMENTS	1/1 page EUR 4,050
PRINT RUN	4,050
TOTAL CIRCULATION	3,959
MAIL SUBSCRIPTIONS	2,083
PAID CIRCULATION	2,667
CIRCULATION CONTROL*	
MAGAZINE FORMAT	Width 225 mm x height 290 mm
PRINTING AREA	Width 193 mm x height 248 mm 3 columns, 45 mm width each 4 columns, 41 mm width each
PRINTING PROCESS	sheeted offset, 70 screen
BINDING	adhesive binding
PRINT DOCUMENTS	see technical printing details
TRIMMED ADVERTISEMENTS	no extra charge
MEDIATION FEE	15 % (also Abroad)

* II. quarter 2022

6.1

Online Advertisement Formats and Prices €

(excluding VAT, effective from 1/10/2022)

Formats & Prices 2023

Banner websites, promotions (2 weeks)		
format	size	meining.de
Half Page Ad	300x600px	1,285
Medium Rectangle	300x250px	1,200
Large Leaderboard	970x90px	1,375
Large Mobile Banner (mobil only)	320x100px	550

format	size	MWBI
Medium Rectangle top	300x250px	1,200
Medium Rectangle	300x250px	950
Super Banner	680x280px	1,050

Advertorial	meining.de/MWBI
Full Service (2.500 hits)	3,825
Self Service (2.500 hits)	3,350

prices for two weeks; two weeks minimum; maximum rotation: 3; no deduction

Advertorial ADD-ONS:	
Instagram Post Feed	€ 535
Instagram Story	€ 535
Facebook Post	€ 535
Banner Newsletter (600x250px)	€ 535
Teaser Newsletter	€ 535

Large Leaderboard 970x90px



Die neuen Gesichter
Ein bekämpfter Klassiker? Wein gefällt! Handwerker, Terrav-Tüftler, Expat und Wundynamie-Springlinge mischen Spätburgunder-Super-Appellation derzeit ordentlich auf. Und die neue Einzellagen-Kategorie liefert jede Menge Stoff für Rioja-Nerds.

SOMMELIER'S ELEVEN



Frischer, feiner, natürlicher

Gamay und Cabernet in rot und weiß, Schiefer in vielen Facetten, geschlungene Hänge mit bis zu 750 Metern Höhe. Die Reblagen der Domäne sind 4-Prozess-Quadranten.

Frischer Wind im Piemont

Ar. Agr. Filippo Isabella: Noch nie gehört? Kein Wunder, denn 2019 ist der erste Jahrgang der gebürtigen Osterrebe, die im Piemont ihren Traum vom eigenen Weingut lebt.

Luce Brunello 2016

Der Brunello di Montalcino von Luce ist per se eine Rarität. Denn er stammt von jenem kleinen Teil der Luce-Rebflächen, die innerhalb der DOCG-Grenzen liegen.

Zwölfmal 0,1 Liter: ein Update von 'Die Güter'

Drei Mitglieder von 'Die Güter' stellen mit je vier Weinen eine gemeinsame Probekiste zusammen. Wir haben uns den Tasting-Überblick verschafft.

Half Page Ad 300x600px

EINSCHLAFEN, AUFESSEN, AUSTRINKEN



Drei-Länder-Genuss

In Basel ist die Wein- und Gastro-Landschaft so weit offen wie die Grenzstadt selbst. Auch in schwierigen Zeiten haben sich frische Gastrokonzepte entwickelt.



Mosel-Ambitionen

Im Vergleich zu den hippen Metropolen ist Trier nicht unbedingt die Stadt, der man eine spannende Entwicklung in puncto Weinbars nachzagt. Dass trotz Corona aktuell viel Ideenreichtum herrscht, beweist ein Check der neuen Projekte.

Medium Rectangle 300x250px

6.2

Online Advertisement Formats and Prices €

(excluding VAT.
effective from 1/10/2022)

Formats & Prices 2023

Banner newsletter		
Meininger Online (2 weeks)		
format	size	price/2 weeks
Content Ad	600x250px	1,045

*placement specification fee is 250 €; availability provided;
frequency: one time per week minimum; more than 25,000 recipients; no deduction*

DDW/FIZZZ/MWEW (per insertion)		
format	size	price/insertion
Content Ad	600x250px	525

MWBI (2 weeks)		
format	size	price/2 weeks
Content Ad	600x250px	1,200

more than 18,000 recipients worldwide; frequency: one time per week; no deduction

meiningers
sommelier

Der Newsletter für die Wein- und Getränkebranche.
» Den Newsletter jetzt im Browser lesen.

Meininger Newsletter vom 07.10.2022

MEININGER ONLINE
WEIN GETRÄNKE EVENTS

Liebe*r Abonnent*in,

lesen Sie die Top-News der Woche in unserem Newsletter für die Wein- und Getränkebranche.

Wir wünschen viel Vergnügen beim Lesen und Informieren!

Ihr Meininger Verlag

NEWS

Mega-Fusion um Château Latour

Der Eigner von Château Latour François Pinault fusioniert mit Maisons & Domaines Henriot.

[»»» Jetzt weiterlesen](#)

Püls-Bräu zieht unter das Dach von Maisel

Das Familienunternehmen Püls-Bräu aus dem fränkischen Weismain hat nach eigenen Angaben entschieden, seine Gesellschafteranteile Anfang Oktober an die Brauerei Gebrüder Maisel zu verkaufen.

[»»» Jetzt weiterlesen](#)

Ein Drittel weniger Weingüter in Italien

Konzentration hält an – Weinguts-Rebfläche im Friaul durchschnittlich am größten.

[»»» Jetzt weiterlesen](#)

Content Ad
600x250px

Bahn sucht Wein

Ausschreibung für das Weinsortiment in der Bordgastronomie hat begonnen.

[»»» Jetzt weiterlesen](#)

7

Technical Printing Information

Printing process	sheeted offset, 70 screen
Paper	Cover: 300 g/m ² wood-free, matt coated image print, 1:1 volume Inside 115 g/m ² wood-free, matt coated image print, 1:1 volume With light advertising motifs, the reverse sides may occasionally show through.
Colours	Colours used are from the colour scale ISO 2846-1. Specific approval is required for special colours or shades that cannot be created by combining colours from this scale. Details on request. The publisher reserves the right to also use the four-colour scale to compose decorative colours if technical requirements make this necessary. Slight deviations may occur within the tolerance range of the offset printing process.
Print documents	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 www.westermann-druck.de/downloads. 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	Please send the printable PDF via mail to: fassbender@meininger.de . Any proof or setting work will be invoiced at own cost. Please also note our terms and conditions of business stated in the order confirmation.

Supplements	Supplement format: min. 10.5 x 14.8 cm (end format) Max. = 22.5 x 29 cm (end format); Supplement thickness: min 115 g/m ² with individual sheets / otherwise 80-300 g/m ² ; top trim = 5 mm (top system); trim edge = 3 mm per page (double page = 6 mm in binding); Foot trim = 5-20 mm (= end trim if smaller than magazine format); front trim = 5mm (= end trim if smaller than magazine format) Attention: any motifs and text which run over to the binding will be partly covered by the adhesive binding! Special formats only upon request!
Inserts	Min. format: 105 x 148 mm (end trim) Max. format: 220 x 285 mm (end trim) Insert thickness: min 115g/ ² with individual sheets Max thickness: 3 mm Inserts must be enclosed in binding. Special formats only upon request. Address for inserts: westermann Druck pva c/o johnen-druck GmbH & Co. KG Abt. Lettershop / TAV Bornwiese 5 54470 Bernkastel-Kues, Germany
Adhesive inserts	Paper thickness: 150 - 220 g/m ² Minimum format: 100 x 100 mm Mechanically glued: only possible in landscape format Maximum format: 110 x 200 mm Mechanically glued: only possible in landscape format Position: at least 30 mm from the upper and lower border and 10 mm from the binding (max. distance from binding 50 mm). Position tolerance when gluing: up to 5 mm.

8

International Sales Representatives

Italy
Ediconsult Internazionale
Piazza Fontane Marose, 3
16123 Genova
Phone: +39 0 10 58 36 84
Fax: +39 0 10 56 65 78
Email: wine@ediconsult.com

Ute Schalberger
Am Himmel 7b
50858 Köln, Germany
Phone: +49 2 21 58 91 93 93
Email: ute.schalberger@t-online.de

9

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-apparent defects must be submitted within one year of the beginning of the statutory limitation period.

Damages claims resulting from a positive breach of obligation, culpa in contrahendo or an unlawful act are ruled out, including in the event of placement of an order by telephone; damages claims resulting from impossibility of performance and default are limited to compensation for the foreseeable loss and the amount is restricted to the remuneration payable for the relevant advertisement or supplement. This does not apply to intent and gross negligence on the part of the publishing house, its legal representatives and its vicarious agents. Liability of the publishing house for losses due to the lack of warranted features is not prejudiced. In addition, in commercial transactions, the publishing house will not be liable for gross negligence of vicarious agents either; in other cases, liability to merchants for gross negligence is limited in its scope to the foreseeable loss, this being up to the amount of the relevant advertisement payment.

The publishing house is liable in accordance with legal regulations for claims under the Product Liability Act and for injury to life, body or health. Notices of defects - except for non-apparent defects - must be submitted within four weeks of receipt of the invoice and proof. All claims made against the publishing house based on breaches of contractual obligations are subject to a time limitation of one year as of the statutory start of the period of limitation, unless they are due to action with intent.

11. Test proofs will only be supplied upon express request. The customer is responsible for the correctness of the returned test proofs. The publishing house will make all the corrections of which it is notified by the advertising deadline or within the period allowed when the test proofs were sent.

12. If no special size rulings apply, invoice calculation will be based on the actual printing height as customary for the type of advertisement.

13. The invoice must be paid within the period stated in the price list, unless a different payment period or an advance payment has been agreed in writing in individual cases. Possible discounts for early payment will be granted as per the price list.

Any discount credits and subsequent discount debits will not be made until the end of the advertising year in all cases.

14. In the event of payment default or deferral, customary bank interest rates and the costs of collection will be charged. In the event of payment default, the publishing house can postpone continued performance of the ongoing order until payment has been made and can require advance payment of the remaining advertisements.

If there is justified reason to doubt the customer's solvency, the publishing house has the right, even during the term of a Closing, to make the publication of further advertisements dependent on advance payment of the sum by the advertising deadline and on settlement of outstanding invoiced amounts, irrespective of the payment date originally agreed.

15. The publishing house will supply an advertisement proof on request. Depending on the type and scope of the Advertisement Order, advertisement extracts, tear sheets or complete sample copies will be supplied. If a proof is no longer available, it will be replaced by legally binding confirmation by the publishing house that the advertisement was published and disseminated.

16. Pursuant to Sentence 2, a reduction in the print run in the event of a Closing covering several advertisements can justify a claim for price reduction if the overall average of the advertising year, beginning with the first advertisement, falls short of the guaranteed print run. A reduction in the print run only constitutes a defect justifying a price reduction if and to the extent that

- it amounts to at least 20 % for a guaranteed print run of up to 50,000 copies,
- it amounts to at least 15 % for a guaranteed print run of over 50,000 copies.

A reduction in the print run for the reasons given in Number 23 will not taken into account. The guaranteed print run is the average print run specified in the price list or in some other way or, if no print run has been specified, the average print run sold in the previous calendar year (for specialist magazines, the average print run actually circulated, if applicable).

Any additional claims for price reductions relating to Closings are ruled out if the publishing house notified the customer of the drop in the print run in due time for said customer to be able to rescind the contract before the advertisement was published.

17. For box number advertisements, the publishing house will apply the due care expected of a business professional to keeping and forwarding offers on time. Registered and express letters sent in reply to box number advertisements will only be forwarded by standard post. Incoming post for box number advertisements will be kept for four weeks. Any letters not collected during this time will be destroyed. The publishing house will return valuable documents but has no obligation to do so.

In an individual agreement, the publishing house can be granted the right, as the customer's representative, to open the incoming offers instead and in the declared interest of the customer. No letters in excess of the acceptable DIN A4 format or products or book and catalogue consignments or packages will be forwarded or accepted. However, acceptance and forwarding can be agreed in exceptional cases if the customer pays the charges/costs thus incurred.

18. The law of the Federal Republic of Germany applies to the Advertisement Order.

The place of performance is the seat of business of the publishing house. In business transactions with merchants, legal bodies and special assets under public law, the legal venue for filing legal action is the seat of business of the publishing house. If publishing house claims are not asserted in dunning proceedings, the legal venue for non-merchants shall be determined by their place of residence.

If the residence or customary whereabouts of the customer, including non-merchants, is not known when the legal action is filed or if the customer has moved his residence or customary whereabouts outside the jurisdiction of the law since the contract was made, the publishing house's seat of business is agreed to be the legal venue.

19. Advertising agents and agencies have an obligation to comply with the publishing house's price list in their offers, contracts and invoices for Advertisers.

20. Price changes for Advertisement Orders already placed are effective for entrepreneurs if they are announced by the publishing house at least

one month before publication of the advertisement or other advertising medium. The customer holds a right of rescission if prices are increased. The right of rescission must be exercised in writing within 14 days of receipt of notification of the price increase.

21. If a joint discount is claimed for affiliated enterprises, written evidence of the group status of the Advertiser will be required. Affiliated enterprises for the purpose of this provision are enterprises between which there is a capital participation of at least 50 per cent.

For incorporated companies, group status is to be shown by confirmation by an auditor or submission of the latest business report; for business partnerships, such status is to be shown by submission of an excerpt from the Trade Register. Such evidence must be furnished by no later than the end of the advertising year. Evidence submitted at a later date cannot be recognised in retrospect. Group discounts are always subject to the express written confirmation of the publishing house. Group discounts are only granted for the duration of membership of the group. Termination of group membership must be reported immediately; group discounting ends with termination of group membership.

22. The customer warrants that he possesses all the necessary rights for placement of the advertisement. The customer is solely responsible for the content and for the legal acceptability of both the written and pictorial material provided for advertising and the supplied advertising media. Within the scope of the Advertisement Order, said customer will hold the publishing house harmless in respect of all claims of third parties which may arise for reason of a breach of legal regulations, in particular a breach of competitive and copyright law. In addition, the publishing house will be held harmless in respect of the costs of necessary legal defence. The customer has an obligation to support the publishing house in good faith with its legal defence against third parties, by providing information and documents.

The customer undertakes to pay the costs of publication of any necessary counterstatement at the advertising rate applicable at the time.

The customer assigns to the publishing house all the utilisation, property protection and other rights under copyright law required for use of advertising in print and online media of all kinds, including the internet, such rights being in particular the right of reproduction, dissemination, assignment, broad-casting, making publicly available, removal from a database and call. Said assignment is made to the extent necessary for performance of the order in terms of both time and content. The above rights are assigned without any geographical restriction in all cases.

23. In the event of operational disruptions or in cases of force majeure, illegal labour disputes, unlawful seizure, traffic disruptions, a general shortage of raw materials or energy and similar - both in the publishing house's operations and in external operations which the publishing house uses to meet its obligations -, the publishing house has a claim to full payment of the published advertisements, provided that the published product was supplied by the publishing house with 80 % of the print run sold on average in the last four quarters or warranted in some other way. If smaller quantities were supplied by the publishing house, the invoice amount will be reduced in the same ratio as that of the guaranteed sold or warranted print run to the print run actually supplied.

24. In compliance with Section 33 of the Bundesdatenschutzgesetz (BDSG; Federal Data Protection Act), we advise that the necessary customer and delivery data is stored with the help of electronic data processing for the purposes of the business relationship.