WEINWIRTSCHAFT





Rheinhessen

Fluch der Vielfalt?

Online-Tastings

Gekommen, um zu bleiben

Frühiahrs-Trends 12 Seiten Produkt-Neuheiten

RATE CARD 2022









Magazine Profile



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.

WEINWIRTSCHAFT

Other MEININGER publications



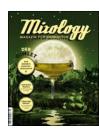














Publisher's Details

WEINWIRTSCHAFT

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Publishing

Frequency: Biweekly (Fridays)

Subscription Price: € 209.00 per year

Terms of Immediately without discount.

Payment: If paid in advance, deduct 2 % discount.

Bank: Sparkasse Rhein-Haardt

IBAN: DE 22 5465 1240 0001 9261 46

BIC: MALA DE 51DKH

Terms ofThe general terms and conditions for the **Business:**publishing sector shall apply to all order

processing (see respective order confirmation)

3.1

Editorial Calendar and Publication Schedule 2022

Editorial Calendar and Publication Schedule 2022

WEINWIRTSCHAFT

Issue	Publication date	Advertising deadline	Artwork deadline	Major topics / Articles
1	14.01.2022	03.01.2022	06.01.2022	TOP 100 2021 2021 in retrospective Abruzzo
2	28.01.2022	14.01.2022	20.01.2022	Fair guide Paris Greece Overseas – the big players
3	11.02.2022	28.01.2022	03.02.2022	Organic - Extra 2022 Countdown to ProWein Hard Seltzer
4	25.02.2022	11.02.2022	17.02.2022	Fair guide ProWein Top 100 international The leading online merchants
5	11.03.2022	25.02.2022	03.03.2022	ProWein – the latest news Rhinehessen Rueda
6	25.03.2022	11.03.2022	17.03.2022	Fair guide Vinitaly New Zealand Crémant
7	08.04.2022	25.03.2022	31.03.2022	Wine mixes Lugana & tasting Chile
8	22.04.2022	08.04.2022	13.04.2022	Review Vinitaly German rosé Baden
9	06.05.2022	22.04.2022	28.04.2022	VieVinum preview Summer wines Wuerttemberg Bordeaux en primeur
10	20.05.2022	06.05.2022	12.05.2022	Mulled wines & co. Sustainability & bio diversity Lombardy
11	03.06.2022	20.05.2022	25.05.2022	Rosé international German wine brands Tuscany
12	17.06.2022	03.06.2022	09.06.2022	Austria – Extra Topsellers from Italy Georgia
13	01.07.2022	17.06.2022	23.06.2022	Non-alcoholic wines Prosecco DOC Portugal
14	15.07.2022	01.07.2022	07.07.2022	German cooperatives Veneto white Rumania
15	29.07.2022	15.07.2022	21.07.2022	French cooperatives Top new products 2022/2022 Rioja
16	12.08.2022	29.07.2022	04.08.2022	Italian cooperatives Greece latest news Franconia

3.2

Editorial Calendar and Publication Schedule 2022

WEINWIRTSCHAFT

Issue	Publication date	Advertising deadline	Artwork deadline	Major topics / Articles
17	26.08.2022	12.08.2022	18.08.2022	Prosecco DOCG Logistics Mosella
18	09.09.2022	26.08.2022	01.09.2022	Autumn buying issue International wine brands Packaging & gifts and give-aways
19	23.09.2022	09.09.2022	15.09.2022	Better for you: light products Languedoc Premium concepts in retail
20	07.10.2022	23.09.2022	29.09.2022	France – EXTRA Barolo & tasting Success story pinot gris Topsellers from France
21	21.10.2022	07.10.2022	13.10.2022	Palatinate Cans, bag-in-box & co. Emilia Romagna
22	04.11.2022	21.10.2022	27.10.2022	Wuerttemberg Alto Adige Sparkling wines – the market
23	18.11.2022	04.11.2022	10.11.2022	Topsellers from Spain Champagne & tasting Sicily
24	02.12.2022	18.11.2022	24.11.2022	Rhône Trentino Trentodoc tasting 10 trends in the special retail
25	16.12.2022	02.12.2022	08.12.2022	Austria – the market Umbria South Africa special
26	30.12.2022	16.12.2022	22.12.2022	10 trends in the gastronomy Veneto red

FAIRS/EVENTS

Millésime Bio, Montpellier	24.01 26.01.2022	Vinitaly, Verona	10.04. – 13.04.2022
Wine Paris & Vinexpo Paris, Paris	14.02. – 16.02.2022	ProWine Asia, Singapur	10.05. – 13.05.2022
BIOFACH, Nuremberg	15.02. – 18.02.2022	VieVinum, Wien	21.05. – 23.05.2022
MUNDUS VINI spring, Neustadt	22.02. – 27.02.2022	MUNDUS VINI summer, Neustadt	01.09 04.09.2022
ProWein, Dusseldorf	27.03 29.03.2022	FORUM VINI, Munich	04.11 06.11.2022
		MEININGER'S FINEST 100, Neustadt	22.11.2022

WEINWIRTSCHAFT: Trade paper with distinct, clearly delimited target audience, and an attractive editorial environment offering you optimun insertion conditions.

Advertisement Formats and Prices €

(excluding VAT / Discount Table No. 47, effective from 01/10/2021)

WEINWIRTSCHAFT

Sizes in Side Sections	Formats in Pr	inting Area	Trimmed Advertisement plus 3 mm trimming of all edges		Advertisement Prices	
	Width (mm)	Height (mm)	Width (mm)	Height (mm)	Colour*	
Coverpage	_	-	215	205	€ 5,910	
1/1 page	200	250	225	285	€ 5,280	
3/4 page	141	250	156	285	€ 4,435	
1/2 page broadside	200	122	225	142	€ 3,700	
1/2 page upright	112	250	126	285	€ 3,700	
1/3 page broadside	200	80	225	100	€ 2,810	
1/3 page upright	83	250	97	285	€ 2,810	
1/4 page broadside	200	59	225	79	€ 2,205	
1/4 page upright	53	250	68	285	€ 2,205	
1/4 page corner placement	83	122	_	_	€ 2,205	

Other formats on request

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

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.

Dossiers and Specials	on request
Prices for preferred placements (Format: plus 3 mm trimming of all edges)	Colour
2nd, 3rd and 4th cover page (Format: 225 mm x 285 mm)	€ 5,775
1/3 page upright counterpart content (Format: 97 mm x 285 mm)	€ 3,255
All other special positions (minimum size 1/3 page):	increase 15 %
Special size on request and under 5.	

(Preferred placements cancellation: 6 weeks prior to publication)

Small ads: (column width 47 mm)	
per mm, b/w per mm, coloured	€ 5.20 € 11.70
Classifieds/Recruitment:	
Situations vacant or wanted per mm Other classified ads per mm Box fee Box fee Foreign	€ 4.05 € 4.25 € 7.50 € 9.00

Max. height of column: 240 mm

Columns		Series discount	Volume dis	count
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 %

No discount on classified ads.

Other and Special Advertisement Formats and Prices €

(excluding VAT / Discount Table No. 47, effective from 01/10/2021)

WEINWIRTSCHAFT

Full-issue incl. distribution costs		Tip-on-cards incl. distribution costs	Inserts	
up to 25 g	€ 2,945	Tip-on cards on bound inserts or full-page advertisements.	4-page	€ 4,105
up to 50 g	€ 3,745	Gluing costs (by machine) € 144 per thsd	8-page	€ 7,610
up to 75 g	€ 4,221	Gluing costs (by hand) € 229 per thsd		
up to 100 g	€ 4,630			
over 100 g	on request	Grammage of supplement paper: no less than 90 g. Format: maximum 210 mm width x No accordion folds. No discount on supplements and inserts.	275 mm height.	

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	5,755 €
Strip advert, centred	200 x 80	Your advert (1/3) in the middle of the page, surrounded up and below by text parts	3,100 €
Island advert	112 x 142	Your advert in the middle of the page, surrounded on all sides by text parts	3,415 €
Island advert slim	83 x 122	Your advert in the middle of the page, surrounded on all sides by text parts	2,940 €
Spread fireplace	305 x 122	Your advert will be placed on a dou- ble page at the bottom (bleeding) – equal parts over spine	4,305 €
1/2 page diagonal	diagonal 225 x 285 1/2	Your advert runs diagonally on the right page with bleeding on the right side	4,150 €

Advertorial



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@meininger.de

Online **Advertisement Formats**

(excluding VAT. effective from 01.10.2021)

Formats & Prices 2022

Banner websites, promotions (2 weeks)		
format	size	meininger.de
Half Page Ad	300x600px	1,170 €
Medium Rectangle	300x250px	1,090 €
Large Leaderboard	970x90px	1,250 €
Large Mobile Banner	320x100px	500 €
(mobil only)		

format	size	MWBI
Torriat	Size	IVIVVDI
Medium Rectangle top	300x250px	975 €
Medium Rectangle	300x250px	800 €
Super Banner	680x280px	900 €

Advertorial	meininger.de/MWBI
Full Service (2.500 hits)	3,605 €
Self Service (2.500 hits)	3,100 €

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

Advertorial ADD-ONS:

Instagram Post Feed € 500 Instagram Story € 500 Facebook Post € 500 Banner Newsletter (600x250px) € 500 **Teaser Newsletter** € 500

bookable topics incl. welcome page meininger.de: wine

beer spirits nonalcoholic beverage gastronomy viniculture

WEINWIRTSCHAFT

Large Leaderboard 970x90px

WEINWIRTSCHAFT News Weinstandel WeinErzeuger WeinKöpfe Meinung Service - Abo

> mehr Themen | Q



Clessidra kauft Mehrheit an Botter

Der Investor hat große Plane für das Unternehmen und will mit ihm weiter wachsen.



Vinitaly auf 2022 verschoben



Piwi ffir den LEH

Reh Kendermann erzielt in einem Gemeinschaftsprojekt eine nationale Neulistung



erzeugt, die weit über die Grenzen Italiens hinaus bekannt sind.





Verkostungsdatum: 26.08.2021 - 29.08.2021

20211 MUNDUS VINI Summer Tasting 2021

Teilnahmegebühr pro Probe: 165,00€ (zzgl. MwSt) Anmeldeschluss: 30.06.2021 Einsendesehluss: 02.07.2021



Verkostungsdatum: 20.07.2021

ISW Juli Tasting Rum

Teilnahmegebühr pro Probe: 165,00€ (zzgl. MwSt) nmeldeschluss: 02.07.2021 Einsendeschluss: 06.07.2021



Verkostungsdatum: 11.05.2021 - 02.06.2021

Best of Riesling

Teilnahmegebühr pro Probe: 65,00€ (zzgl. MwSt) Einsendeschluss: 21.04.2021



6.2

Online Advertisement Formats

(excluding VAT. effective from 01.10.2021)

Formats & Prices 2022

Banner newsletter					
Meininger Online (2 weeks)					
format size price/2 weeks					
Content Ad	600x250px	950 €			

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

DDW/CRAFT/FIZZZ/MWEW (per insertion)			
format	size	price/insertion	
Content Ad	600x250px	475 €	

MWBI (2 weeks)				
format	size	price/2 weeks		
Content Ad	600x250px	975 €		

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

Legende:

WW – WEINWIRTSCHAFT
GZ – GETRÄNKE ZEITUNG
MWBI – MEININGER'S WINE BUSINESS INTERNATIONAL
MWEW – MEININGERS WEINWELT
MSOM – MEININGERS SOMMELIER
DDW – DER DEUTSCHE WEINBAU

WEINWIRTSCHAFT

Der Newaletter für die Wein- und Getränkebranche » Dan Newaletter jetzt im Browser lesen.



Liebe*r Abonnent*in,

wieder einmal beherrscht die Pandemie das Branchengeschehen, diesmal auch in eigener Sache: Situationsbedingt müssen wir vom Meininger Verlag die Eventreihe 'mowe': leider verschieben. Aber auch die Vinitaly fallt dieses Jahr zum zweiten Mal den Restriktionen zum Opfer. Zeitgleich erlebt die Italienische Weinlandschaft auch ohne Messe eine Zäsur.



Lesen Sie diese und weitere Top-News in unserem Newsletter für die Wein- und Getränkebranche.

Viel Spaß beim Lesen!

Ihr Meininger Verlag

NEWS

Vinitaly auf 2022 verschoben

Veronafiere reagiert auf die fortwährende Corona-Pandemie

»»» Jetzt weiterlesen

Clessidra kauft Mehrheit an Botter

Der Investor hat große Pläne für das Unternehmen und will mit ihm weiter wachsen.

»»» Jetzt weiterlesen

"move." als Jahresauftaktveranstaltung geplant

Der Meininger Verlag möchte mit "move. gastronomie neu denken" eine prägende Jahresauftaktveranstaltung der Gastronomie für das Jahr 2022 ankündigen. Der Termin im Juni 2021 ist für die Eventrelhe nicht realisierbar.

»»» Jetzt weiterlesen

Content Ad 600x250px

Weinrecht: Neue Änderungsvorschläge

Empfehlungen des Bundesrats zur Änderung der Weinverordnung sorgen erneut für Diskussionen. Das sind die neuen Änderungsvorschläge.

»»» Jetzt weiterlesen

Alpenland in neuen Höhen

Technical Printing Information

WEINWIRTSCHAFT

Colour advertisements Colours from Color scale ISO 2846-1. Specific appro-

val 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/m² wood-free, glossy, coated

image print

Inside: 100 g/m² 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 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

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. 7-15

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

Editor / Publisher Editorial-to-advertising Content analysis

WEINWIRTSCHAFT

100.0%

74.8%

25.2%

19.7%

2.2%

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 Simon Werner
5	Advertising	Ralf Clemens (Marketing Director Media) Silke Geiger (Marketing Director Media Assistant) Jörg Sievers (Sales Manager Media)
6	Year of foundation Frequency	1903 Biweekly (Fridays)
7	Publishing house	MEININGER VERLAG GmbH
8	Postanschrift	Maximilianstraße 7–15 D-67433 Neustadt an der Weinstraße - Germany
^		D-07455 Neustaut all del Wellistraise - Germany
9	Telephone	+49 (0) 63 21 / 89 08-0
	Telephone Telefax	•
10		+49 (0) 63 21 / 89 08-0

12 Publication and copy dates

Total number of pages:

Preview / Imprint

Editorial schedule Please refer to Editorial Calendar and

Schedule 2022

1 /180 nages

13 Subscription rates 207,20 €

14 Editorial-to-advertising analysis 2020 = 24 issues

Book format: 225 mm width x 285 mm height	Book f	ormat:	225 r	mm	width	Χ	285	mm	height
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15 Content analysis in 2020 = 1,107 pages WeinKompakt 218 pages

 Background reports, Trade Fairs, I 	Events,		
Short Interviews,			
- News, Jobs & Careers, Terminal, S	Sector Ticker		
Eins. Zwei. Drei	24 pages	=	2.2%
WEINMacher	225 pages	=	20.3%
- background stories, reports			
Fassweinpreise	39 pages	=	3.5%
WEINIL L.	4.67		4 - 40

WEINHandel	167 pages	=	15.1%
- polls, market, reports, market research			
Analytics	24 pages	=	2.2%
Navigator	48 pages	=	4.3 %
Markets & Prices	55 pages	=	4.9%
WEINTest	104 pages	=	9.4%
Editorial	24 pages	=	2.2%
Contents	39 pages	=	3.5%
Final	24 pages	=	2.2%
Dossier / Special	92 pages	=	8.3 %

Total	1,107 pages	=	100,0%

24 pages

Circulation and distribution analysis / Analysis of Readership Structure

WEINWIRTSCHAFT

Copies not distributed (returns, file, checking copies)

4.256

50

18 Breakdown of geographic distribution:

(comps/samples):

Region	Share of net circulation		
	Percentage	Copies	
Federal Republic of Germany	95.8	6,657	
Foreign circulation	4.2	293	
Total circulation	100.0	6,950	
Nielsen-Region 1	8.8	585	
Nielsen-Region 2	10.4	692	
Nielsen-Region 3a	46.8	3,115	
Nielsen-Region 3b	18.5	1,232	
Nielsen-Region 4	11.8	787	
Nielsen-Region 5	2.4	160	
Nielsen-Region 6	0.8	53	
Nielsen-Region 7	0.5	33	
DOMESTIC	100.0	6.657	

19 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. Readers	Audience groups Designation as per systematic	Share of net circulation	
	classification of industries/trades of the Federal Office of Statistics	Percentage	Circulation
	Wine and spirits trade	37.7	2,620
4118	a) Specialty wine and spirits mer- chants, off licences	30.3	2,106
4316	b) Importers of wines and spirits	7.4	514
4111 4311	Food wholesalers and retailers Wine estates, wineries and wine cellars, winegrowing cooperatives/ sparkling wine bottlers/cellars	1.2 56.0	83 3,892
	Wines and spirits sales representatives, commission agents		·
	Government agencies, trade	0.2	14
	associations, schools, industry, bank	4.9	341
	Total	100,0	6,950

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 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 advertision.

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 advertision 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.

- 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 oustomer 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 contract 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 apolicable).

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 nonmerchants, 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.

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

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- 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 except 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 numbers of the business relationship.