WEINWIRTSCHAFT



RATE CARD 2023





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 the 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: On request

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 of The general terms and conditions for the

Business: publishing sector shall apply to all order

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Editorial Calendar and Publication Schedule 2023

WEINWIRTSCHAFT

Issue	Publication date	Advertising deadline	Artwork deadline	Major topics / Articles
1	13.01.2023	02.01.2023	05.01.2023	TOP 100 2022 Baden Liv-ex Fine Wine 100 report
2	27.01.2023	13.01.2023	19.01.2023	Fair guide Paris Rosé international Greece
3	10.02.2023	27.01.2023	02.02.2023	Organic – Extra 2023 Countdown to ProWein Oversea wines
4	24.02.2023	10.02.2023	16.02.2023	Fair guide ProWein Top 100 international Wine at Insta & co.
5	10.03.2023	24.02.2023	02.03.2023	ProWein – the latest news Friuli Innovative packaging
6	24.03.2023	10.03.2023	16.03.2023	Fair guide Vinitaly Rhinehessen English sparkling
7	07.04.2023	24.03.2023	30.03.2023	Wine mixes Rosé Germany Merchandising in retail
8	21.04.2023	07.04.2023	12.04.2023	Review Vinitaly Summer wines Alsace
9	05.05.2023	21.04.2023	27.04.2023	Rosé France Tuscany Sustainability
10	19.05.2023	05.05.2023	11.05.2023	Mulled wines & co. South Tyrol
11	02.06.2023	19.05.2023	24.05.2023	Wuerttemberg Bordeaux
12	16.06.2023	02.06.2023	08.06.2023	Austria – Extra Sparkling wines Onlinetrade 2023
13	30.06.2023	16.06.2023	22.06.2023	Non-alcoholic wines Spain Prosecco DOCG
14	14.07.2023	30.06.2023	06.07.2023	German cooperatives Portugal Prosecco DOC
15	28.07.2023	14.07.2023	20.07.2023	French cooperatives Mosella Top new products 2023
16	11.08.2023	28.07.2023	03.08.2023	Italian cooperatives International wine brands Future varieties

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Editorial Calendar and Publication Schedule 2023

WEINWIRTSCHAFT

Issue	Publication date	Advertising deadline	Artwork deadline	Major topics / Articles
17	25.08.2023	11.08.2023	17.08.2023	Crémant Emilia-Romagna
18	08.09.2023	25.08.2023	31.08.2023	Autumn buying issue Logistics Premium concepts in retail Influencer marketing
19	22.09.2023	08.09.2023	14.09.2023	German wine brands Packaging & gifts and give-aways Veneto
20	06.10.2023	22.09.2023	28.09.2023	France – EXTRA Palatinate Management consulting
21	20.10.2023	06.10.2023	12.10.2023	South Africa / Sicily Non-alcoholic premium
22	03.11.2023	20.10.2023	26.10.2023	Top sellers from Spain Languedoc-Roussilion Pricing/costs in retail
23	17.11.2023	03.11.2023	09.11.2023	Topsellers from Italy Rhône Croatia
24	01.12.2023	17.11.2023	23.11.2023	Topsellers from France Wuerttemberg
25	15.12.2023	01.12.2023	07.12.2023	Austria – the market Trentino
26	29.12.2023	15.12.2023	21.12.2023	Review 2023 Abruzzo Australia & New Zealand

FAIRS/EVENTS

Millésime Bio, Montpellier	30.01 01.02.2023	ProWine Asia, Hongkong	10.05 12.05.2023
Barcelona Wine Week	06.02 08.02.2023	100 % Champagne, Munich	02.07 03.07.2023
Wine Paris & Vinexpo Paris, Paris	13.02. – 15.02.2023	MUNDUS VINI summer, Neustadt	01.09 04.09.2023
BIOFACH, Nuremberg	14.02. – 17.02.2023	Alimentaria Food Tech	26.09. – 29.09.2023
MUNDUS VINI spring, Neustadt	22.02 - 27.02.2023	FORUM VINI, München	03.11 05.11.2023
ProWein, Dusseldorf	19.03. – 21.03.2023	MEININGER'S FINEST 100, Neustadt	21.11.2023
Vinitaly. Verona	02.04 05.04.2023	FINEST SPIRITS. München	February 2024

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. 48, effective from 01/10/2022)

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	€ 6,395	
1/1 page	200	250	225	285	€ 5,500	
3/4 page	141	250	156	285	€ 4,745	
1/2 page broadside	200	122	225	142	€ 3,850	
1/2 page upright	112	250	126	285	€ 3,850	
1/3 page broadside	200	80	225	100	€ 2,925	
1/3 page upright	83	250	97	285	€ 2,925	
1/4 page broadside	200	59	225	79	€ 2,360	
1/4 page upright	53	250	68	285	€ 2,360	
1/4 page corner placement	83	122	_	_	€ 2,360	

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)	€ 5,965
1/3 page upright counterpart content (Format: 97 mm x 285 mm)	€ 3,485
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	€	5.55 12.50
Classifieds/Recruitment:		
Situations vacant or wanted per mm	€	4.30
Other classified ads per mm	€	4.50
Box fee	€	7.50
Box fee Foreign	€	9.00

Max. height of column: 240 mm

Columns		Series discount	Volume disc	ount
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. Agency commission: 15 %				

No discount on classified ads.

Other and Special Advertisement Formats and Prices €

(excluding VAT / Discount Table No. 48, effective from 01/10/2022)

WEINWIRTSCHAFT

Full-issue incl. distribution costs		Tip-on-cards incl. distribution costs	Inserts
up to 25 g	€ 3,150	Tip-on cards on bound inserts or full-page advertisements.	4-page € 4,395
up to 50 g	€ 4,005	Gluing costs (by machine) € 155 per thsd	8-page € 8,145
up to 75 g	€ 4,510	Gluing costs (by hand) € 245 per thsd	
up to 100 g	€ 4,955		
over 100 g	on request	Grammage of supplement paper: no less than 90 g. Format: maxi No accordion folds. No discount on supplements and inserts.	imum 210 mm width x 275 mm height.

Special advertisemer 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	6,155 €
Strip advert, centred	225 x 80	Your advert (1/3) in the middle of the page, surrounded up and below by text parts	3,310 €
Island advert	112 x 142	Your advert in the middle of the page, surrounded on all sides by text parts	3,650 €
Island advert slim	83 x 122	Your advert in the middle of the page, surrounded on all sides by text parts	3,145 €
Spread fireplace	305 x 122	Your advert will be placed on a dou- ble page at the bottom (bleeding) – equal parts over spine	4,600 €
1/2 page diagonal	diagonal 225 x 285 1/2	Your advert runs diagonally on the right page with blee- ding on the right side	4,440 €

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 01.10.2022)

Formats & Prices 2023 www.meininger.de

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

format	size	MWBI
Medium Rectangle top	300x250px	1,200 €
Medium Rectangle	300x250px	950 €
Super Banner	680x280px	1.050 €

Advertorial	meininger.de/MWBI
Full Service (2.500 hits)	3,895 €
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

WEINWIRTSCHAFT

Large Leaderboard 970x90px

WEINWIRTSCHAFT News WeinHandel WeinErzeuger WeinKöpfe Meinung Service - Abo > mehr Themen | Q

ES IT FR EN DE



Clessidra kauft Mehrheit an Botter

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



Vinitaly auf 2022 verschoben

Veronafiere reagiert auf die fortwahrende Corona-

Piwi für den LEH

Reh Kendermann erzielt in einem Gemeinschaftsprojekt eine nationale Neulistung



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



MUNDUS vini

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



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Online Advertisement Formats

(excluding VAT. effective from 01.10.2022)

Formats & Prices 2023 Newsletter

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

Weinwirtschaft Newsletter (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

WEINWIRTSCHAFT

Der Neusletter für die Weinbronche. s Den Neusletter letzt im Rousser lesen.

Newsletter vom 06.10.2022

WEINWIRTSCHAFT

OI I/ II I

Mega-Fusion um Château Latour



Zwei Schwergewichte aus Bordeaux und Burgund fusionieren.

»»» Jetzt weiterlesen

Breite ProWein

Erste Details zur Aufplanung der Messe werden bekannt.

»»» Jetzt weiterlesen

Ein Drittel weniger Weingüter in Italien

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

»»» Jetzt weiterlesen

Content Ad 600x250px



»Der Konsument sucht Ankerpunkte«

Seit gut einem Jahr steht Jens Gardthausen an der Spitze von Eggers & Franke, Deutschlands zweitgrößtem Weindistributeur. Zeit für Bilanz, Ausblick und Marteinblick. Ein Interneuw.

»»» Jetzt weiterlesen

Bahn sucht Wein

Ausschreibung für das Weinsortiment in der Bordgastronomie hat begonnen.

»»» Jetzt weiterlesen



Planeta übernimmt Feudi Spitaleri

Ältestes Weingut am Ätna in neuen Händen.

»»» Jetzt weiterlesen

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 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

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

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	Clemens Gerke (Editor-in-chief) Alexandra Wrann (Editor-in-chief) Sascha Speicher, Iris Trenkner-Panwitz, Simon Werner, Vincent Meßmer
5	Advertising	Frank Apfel (Director Sales & Marketing) Silke Geiger (Assistant Director Sales & Marketing) Jörg Sievers (Sales Manager Media/Lead) Florian Stever (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
9	Telephone	+49 (0) 63 21 / 89 08-0
10	Internet	www.meininger.de / www.weinwirtschaft.de
	E-Mail	apfel@meininger.de sievers@meininger.de

11 Publication and copy dates

Editorial

Contents Final

Total

Dossier / Special

Preview / Imprint

Editorial schedule Please refer to Editorial Calendar and

Schedule 2023

12 Subscription rates On request

13 Editorial-to-advertising analysis 2021 = 25 issues

Book format: 225 mm width x 285 mm height

Total number of pages:	1,496 pages	=	100.0%
Editorial matter:	1,130 pages	=	75.5%
Advertisements:	366 pages	=	24.5%
of which			
Classifieds:	18 pages		
Tip-ins, bound-ins:	0 pages		
Inserts (no.)	4		
Part inserts (no.)	0		
14 Content analysis in 2021	= 1,130 pages		
WeinKompakt	213 pages	=	18.9%
- Background reports, Trade Fairs, Ev	ents,		
Short Interviews,			
- News, Jobs & Careers, Terminal, Se	ctor Ticker		
Eins. Zwei. Drei	25 pages	=	2.2%
WEINMacher	202 pages	=	17.9%
- background stories, reports			
Fassweinpreise	61 pages	=	5.4%
WEINHandel	171 pages	=	15.1%
- polls, market, reports, market resea	rch		
Analytics	25 pages	=	2.2%
Navigator	38 pages	=	3.4%
Markets & Prices	50 pages	=	4.4%
WEINTest	90 pages	=	8.0%

25 pages

42 pages

25 pages

138 pages

25 pages

1,130 pages

2.2%

3.7%

2.2%

12.2%

2.2%

= 100,0%

Circulation and distribution analysis / Analysis of Readership Structure

WEINWIRTSCHAFT

15 Circulation audited by: 🅸 (German Audit Bureau of Circulations) 16 Circulation analysis: Based on average copies annual average 1 July 2021 to 30 June 2022 7,000 Press run: 6,952 Total circulation: 1,890 Mail subscriptions 766 other sales Paid circulation: 2.656 Free distribution (comps/samples): 4,296 48 Copies not distributed (returns, file, checking copies)

17 Breakdown of geographic distribution:

Region Share		of net circulation	
	Percentage	Copies	
Federal Republic of Germany	95.6	6,647	
Foreign circulation	4.4	305	
Total circulation	100.0	6,952	
Nielsen-Region 1	8.9	592	
Nielsen-Region 2	10.9	725	
Nielsen-Region 3a	45.4	3,018	
Nielsen-Region 3b	18.3	1,216	
Nielsen-Region 4	12.7	844	
Nielsen-Region 5	2.5	166	
Nielsen-Region 6	0.8	53	
Nielsen-Region 7	0.5	33	
DOMESTIC	100.0	6.647	

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. 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	39.9	2,774
4118	a) Specialty wine and spirits mer- chants, off licences	35.1	2,438
4316	b) Importers of wines and spirits	4.8	336
4111 4311	Food wholesalers and retailers Wine estates, wineries and wine cellars, winegrowing cooperatives/	18.3	1,274
	sparkling wine bottlers/cellars	35.3	2,453
	Wines and spirits sales representatives, commission agents		
		1.1	76
	Government agencies, trade associations, schools, industry, bank	5.4	375
	Total	100,0	6,952

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 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.

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

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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 selzure, 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.