

MEDIA KIT 2020



PRINT + ONLINE

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successful media for experts

Media Group SV Süddeutscher Verlag

Advertising and Editorial Dept.: Hühig GmbH, Hultschiner Straße 8, D-81677 München, Phone +49 89 2183-8988, Fax +49 89 2183-8989, Internet: www.elektro.net/ema

<p>1 Title: ema – elektrische maschinen</p> <p>2 Profile in brief: ema – elektrische maschinen is the trade journal for the production, commercialization, application and maintenance of small to mid-sized rotating and static electrical machinery of all types, including accessory equipment and associated steering and control technology.. Well-researched technical articles focus on basic aspects, manufacturing technologies, application areas and environments, maintenance, insulation and testing techniques as well as business management. Editorial offerings are rounded out with brief reports on new electrical machinery and drives together with their accessories, controls and testing technology, through machines and tools for electrical machine building companies as well as the adjacent economic areas, organizations and associations.</p> <p>3 Target group: Owners, managers and executives in the electric machine building trade; larger electrical trade firms with electric machine building divisions; electricians working in an industrial environment; manufacturers and repairers of electric drives.</p> <p>4 Publication: 9 x per year, according to the Schedule and Editorial Calendar</p> <p>5 Magazine format: width 210 mm, height 297 mm</p> <p>6 Volume/Year: Volume 99/2020</p> <p>7 Price: Annual subscription domestic (incl. VAT & shipping charges) € 92.00 foreign (incl. VAT & shipping charges) € 102.00 Single copy price (incl. VAT) € 9.50</p> <p>8 Organ: Official organ of the Federal Department of Electrical Engineering of the Central Association of the German Electrical and Information Technology Trades.</p> <p>9 Memberships: —</p> <p>10 Publishing company: Hühig GmbH Managing Director: Moritz Warth Publishing Director: Rainer Simon Im Weiher 10, D-69121 Heidelberg Address Publisher: Im Weiher 10, D-69121 Heidelberg Phone: +49 6221 489-384 Fax: +49 8221 489-443 Address Advertising/Editorial Dept.: Hultschiner Straße 8, D-81677 München Phone: +49 89 2183-8988 Internet: www.elektro.net/ema</p>	<p>11 Publisher: —</p> <p>12 Advertising: Bettina Landwehr (Advertising Manager), Phone: +49 89 2183-8988 E-mail: bettina.landwehr@huethig.de Theresa Schwarzenbach (Advertising Assistant), Phone: +49 89 2183-8987 E-mail: theresa.schwarzenbach@huethig.de</p> <p>13 Editorial Dept.: Dipl.-Ing. Andreas Stöcklhuber (Executive Editor-in-Chief) Address see publishing company Phone: +49 89 2183-8980, Fax: +49 89 2183-8989 E-mail: andreas.stoeklhuber@huethig.de Marcel Diehl (Editor, state certified engineer) Address see publishing company Phone: +49 89 2183-8983, Fax: +49 89 2183-8989 E-mail: marcel.diehl@huethig.de Dipl.-Ing. Peter Behrends (Editor) bfe National Technology Center for Electronic and Information Technology Donnerschweer Straße 184 D-26123 Oldenburg Phone: +49 441 34092-0 E-mail: ema@bfe.de</p> <p>14 Volume analysis: 2018 = 9 issues Total volume: 324 pages = 100.00 % Editorial section: 254 pages = 78.40 % Advertising section: 70 pages = 21.60 % Supplements: 8</p> <p>15 Analysis of editorial content 2018 = 254 pages Technical articles, product information 231 pages = 90.94 % other (tables of contents, legal notice etc.) 23 pages = 9.06 %</p>
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Circulation:	Print run:	1,400 copies
	Average annual number of copies actually distributed:	1,079 copies

Magazine format:	Width 210 mm, height 297 mm Type area: Width 178 mm, height 257 mm Number of columns: 4/3 columns column width: 41 mm/56 mm
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Printing and binding process, Print documents:	Sheet-fed offset, back stitching, print documents in digital format. Please see our separate guidelines under "Technical specifications"
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Dates:	Publication:	9 times annually, in accordance with schedule and editorial calendar
	Publication date:	see Schedule and Editorial Calendar
	Advertising deadline:	see Schedule and Editorial Calendar

Media service:	Bettina Landwehr (Advertising Manager) E-mail: bettina.landwehr@huetlig.de Phone: +49 89 2183-8988 Fax: +49 89 2183-8989
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Terms of payment:	30 days after invoice date, 2 % discount for advance payment or direct debit Bank details: HypoVereinsbank Account: 157 644 60 Bank code: 700 202 70 IBAN: DE66 7002 0270 0015 7644 60 BIC: HYVEDEMMXXX
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Ad formats and prices:
(Statutory VAT to be added to all prices)

Format	Type Area (Width x Height in mm)	Bleed formats (Width x Height in mm)*	Basic rate b/w in €
1/1 page	178 x 257	216 x 303	1,475.–
Junior page	126 x 178	145 x 203	840.–
1/2 page	86 x 257/178 x 126	105 x 303/216 x 149	780.–
1/3 page	56 x 257/178 x 83	75 x 303/216 x 105	560.–
1/4 page	41 x 257/178 x 62/86 x 126	216 x 85/60 x 303/105 x 149	435.–
1/8 page	41 x 126/178 x 29/86 x 62	216 x 52/60 x 149/105 x 85	295.–

*including 3 mm bleed on each side to be trimmed

Preferential placements:

Cover 4-color, total price	
210 x 184 mm + 3 mm trim at right and at bottom	€ 2,995.–
Inside front cover	€ 1,760.–
Outside back cover	€ 1,795.–
Binding placements: 10% surcharge on basic rate	

Surcharges on Euroscale colors (not discountable):

Color	1/1 page in €	1/2 and Junior page in €	1/3 and 1/4 page in €	1/8 and 1/16 page in €
2-color	235.–	155.–	115.–	65.–
4-color	705.–	465.–	345.–	180.–

No special color available.

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Format surcharges (not eligible for discount):

bled-off and gutter-bleed advertisements 10% surcharge on basic rate

Ad formats for bled-off advertisements:

1/1 page	216 x 303 mm
1/2 page vertical	105 x 303 mm
1/2 page horizontal	216 x 149 mm
including 3 mm bleed on each side to be trimmed	

Classified ads (not eligible for discount):

only available as 2 or 4 columns (2 columns = 86 mm wide)

Minimum height: 20 mm	Basic rate
Job offers per mm (2 columns, 86 mm wide), b/w	€ 3.45
Job offers per mm (2 columns, 86 mm wide), 4c	€ 3.70
Employment wanted per mm (2 columns, 86 mm wide) b/w	€ 3.30
For sale and Wanted, miscellaneous – per mm (2 columns, 86 mm wide)	€ 3.45
Cypher fee (incl. postage for shipment)	€ 18.00
Setting costs, flat rate	€ 35.00

Online job market on www.elektro.net: € 660.00/month

Discount:

for purchase within an insertion year – beginning with the publication of the first advertisement

Recommendation advertisements:

Frequency discount rate	Volume discount rate
3x publication 5%	3 pages 10%
6 x publication 10%	6 pages 15%
9 x publication 15%	9 pages 20%

Combinations: –

Special ad formats: on request

Supplements: loosely inserted, maximum size 205 x 290 mm

up to 25 g total weight	€ 960.00
from 26 g overall weight	on request
Discount:	1 Supplement = 1/1 page
Required delivery amount:	1,400 copies

Stick-on advertising media (not discountable): on request

Delivery address for supplements and supplements:

BWH GmbH, attn. Uwe Schacht, Beckstraße 10, D-30457 Hannover, clearly marked: (for "ema" no. ...)

Technical specifications:

Data transfer: ema-dispo@huethig.de

Data formats:

Data is supplied in pdf format, version 1.3 (PDF/X-1a), created in Acrobat Distiller using version 4.0 or higher and with screen-modulated proof. High-resolution image data of at least 300 dpi, resolution for 60 screen, color model always CMYK (no RGB or LAB elements). Bitmap (barcode scans) should have at least 800 dpi resolution. The format is created in original dimensions plus trim allowance and bleed marks.

Color advertisements:

For digitally delivered masters for color advertisements, the customer must provide a color proof with Fogra Medienkeil Version 2.0 or 3.0 and a proof or measurement protocol (= certificate). If no proof is provided, the customer forfeits any rights to damage claims due to color deviations.

Proof specifications:

as given in the FOGRA standard. With FOGRA Medienkeil 2.0 or 3.0 or, according to standard, PSO_LWC_Improved_eci.icc for contents as a rule paper type 3 FOGRA 45L – according to standard, ISOcoated_v2_eci.icc for cover as a rule paper type 2 FOGRA 39L – according to standard.

Contact ad management: Sabine Greinus

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Phone: +49 6221 489-598
sabine.greinus@huethig.de

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Issue	1-2/2020	3/2020	4/2020	5/2020	6/2020	7-8/2020	9/2020	10/2020	11-12/2020
Date of publication	Feb. 7, 2020	Mar. 19, 2020	Apr. 16, 2020	May 20, 2020	June 30, 2020	Aug. 6, 2020	Sept. 10, 2020	Oct. 16, 2020	Nov. 20, 2020
Deadline for ads	Jan. 15, 2020	Feb. 25, 2020	Mar. 20, 2020	Apr. 24, 2020	June 4, 2020	July 14, 2020	Aug. 18, 2020	Sept. 23, 2020	Oct. 28, 2020
Editorial deadline	Jan. 3, 2020	Feb. 14, 2020	Mar. 11, 2020	Apr. 15, 2020	May 25, 2020	July 3, 2020	Aug. 7, 2020	Sept. 14, 2020	Oct. 19, 2020
Trade fairs				May 21–23, 2020, ema conference, Switzerland May 26–28, 2020, CWIEME, Berlin	July 13–17, 2020, HMI, Hanover		Oct. 5–8, 2020, Motek, Stuttgart		Nov. 24–26, 2020, SPS smart production solutions, Nuremberg
Emphases	Wind energy	Cabinet construction, control cabinets	Gear technology	Design of systems, software	Braking systems	Magnetic materials	Electric mobility	Converters	Transformers, capacitors (passive components)
	Connection technology: Welding, soldering	Explosion protection	Measuring technology	Previews: International ema conference, CWIEME	Remote maintenance of machines	EMC	Measuring amplifier	Machine safety/ testing machines	Power electronics
	Post-event report: SPS smart production solutions 2019	Electrical systems safety	Preview: HMI 2020	Maintenance and service	HMI 2020 news	International ema-conference post-event report	Conveyor technology	Standards, circuit symbols	Preview: SPS smart production solutions 2020

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2021 Almanac for Electric Machines and Drives

The yearbook offers you the ideal advertising environment for presenting your company and products. Clearly presented, well-structured and featuring all the latest technical development trends. **By placing an ad with us, you address your target group precisely: and that on every day of the year.**

Content:

In compact form, readers can find everything on **the current developments in the field of electrical machines and propulsion technology**, development tendencies as well as the latest norms and regulations. The classic publication with the comprehensive overview!

Publisher: Peter Behrends
Size: approx. 330 pages, numerous figures and tables
Publication date: October 15, 2020
Advertising deadline: August 3, 2020



Bleed premium
10% of the basic price + 3 mm
bleed on all outer pages

Book format:
148 mm wide x 210 mm high

Format of cover pages:
148 mm x 210 mm ,
plus 3 mm trim on each page

Company imprints/company editions on
request (price on request).

The stated prices are all excl. VAT.

Advertisement format and price in €:

1/1 page (108 x 173)	b/w	1,190.–
	2c	1,555.–
	4c	2,285.–

1/2 pages (54 x 173 / 108 x 86)	b/w	615.–
	2c	875.–
	4c	1,395.–

1/3 pages (36 x 173 / 108 x 57)	b/w	425.–
	2c	685.–
	4c	1,205.–

Preferential placement

Outside back cover	4c	2,845.–
Inside front / back cover	4c	2,590.–

Newsletter

At multiple points each year, we will be offering our new editorial ema Newsletter as an advertising platform.

Publication dates:

April 16 (for Hanover trade fair), May 20 (for CWIEME), September 10
and November 19 (for SPS)



Your advertising opportunities:

Button

Format: 160 x 80 pixels
Price: € 115.– per issue
File type: gif, jpg

Banner

Format: 480 x 150 pixels
Price: € 380.– per issue
File type: gif, jpg

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1 Circulation monitoring:	–		
2 Circulation analysis:	Average annual number of copies per issue (July 1, 2018 - June 30, 2019)		
Print run:	1,400		
Number of copies actually distributed:	1,079	including abroad:	57
Sold circulation:	567		
– subscribed copies:	565	including abroad:	57
including member copies:	197		
– other sales:	0		
– single copy sales:	2		
Free copies:	512		
Remnant, document and archive copies:	321		

Geographical distribution analysis:

Economic area	Percentage of copies actually distributed	
	%	Exemplare
domestic	94.7	1,022
foreign	5.3	57
Number of copies actually distributed	100.0	1,079

Distribution by federal states	Percentage of copies actually distributed	
	%	Exemplare
Baden-Wuerttemberg	15.5	158
Bavaria	14.1	144
Berlin, Brandenburg	5.3	54
Bremen, Hamburg, Schleswig-Holstein	6.5	66
Hesse	5.6	57
Mecklenburg-Western Pomerania	2.3	24
Lower Saxony	11.5	118
North Rhine-Westphalia	21.2	217
Rhineland-Palatinate	5.3	54
Saarland	1.9	19
Saxony, Saxony-Anhalt	8.2	84
Thuringia	2.6	27
Number of copies actually distributed	100.0	1,022

1.1 Sectors/industries/specialist areas/professional groups

No. of classification	Recipient Groups (acc. to industrial sector classification, WZ 2008)	Percentage of copies actually distributed	
		%	recipients
23/24/25/26/27/ 28/4321	Electrical machine builder trades as small and/or special series supplier and maintenance firm; combination firms that pursue several electrical areas.	66.4	716
16/17/18/19/20/35	General industry, including electrical industry, energy sector	17.5	189
84.1/94.1	Guilds, municipal trade associations, government agencies, associations clubs	1.5	16
85.42.1/85.32/94.99.1	Education and training, higher education, research	11.4	123
	Various*	3.2	35
Number of copies actually distributed		100.0	1,079

* Section of circulation not analyzed, e.g. trade fair and congress copies, retail bookstore copies etc.

Summary of Survey Method

1. Survey method:

Recipient structure analysis through dataset analysis – comprehensive survey

2. Description of the recipients at the time of the data collection:

2.1 Dataset quality:

The recipient dataset includes the addresses of all recipients. Due to the provided postal information, the dataset can be sorted by postcodes or domestic and foreign recipients. The dataset also includes: Industry affiliation, company size classes and job characteristics.

2.2 Total number of recipients in the dataset: 1,040

2.3 Total number of changing recipients: 370

2.4 Structure of the recipients of an average edition by sales method:

– Copies sold:		567
of which: subscribed copies	565	
retail sales	2	
other sales	0	
– Free copies:		512
of which: permanent free copies	105	
changing free copies	407	
advertising copies*	321	

Copies actually distributed:		1,079
– sold domestically	1,022	
– sold internationally	57	

3. Description of the analysis

3.1 Population (examined share):

Population	1,079	= 100.0%
*of which are not included in the analysis:		
– Advertising copies	321	= 29.7%
The analysis represents 70.3% of the population (copies actually distributed)	758	= 70.3%

3.2 Date of the dataset analysis: July 10, 2019

3.3 Description of the database:

The analysis is based on the entire dataset. The calculated shares for the distribution areas were projected onto the actually distributed print-run as an annual average in accordance with AMF clause 17.

3.4 Target person of the analysis: is omitted

3.5 Definition of the reader: is omitted

3.6 Analysis period: July 1, 2018 - June 30, 2019

3.7 Analysis conducted by: Hühlig GmbH

The design, implementation and report of this analysis conforms to the current version of the ZAW framework scheme for advertising media analyses.

General Terms and Conditions for Advertisements, Supplements, Digital and Online Advertising

§ 1 Validity, Exclusivity

1. For the acceptance and publication of all advertising orders and follow-up orders these General Terms and Conditions are exclusively applicable, together with the publisher's price list valid at the time the contract is concluded, whose provisions constitute an integral element of the contract. The validity of any General Terms and Conditions of the customer is excluded to the extent that they do not conform with these General Terms and Conditions.

2. These General Terms and Conditions apply mutatis mutandis to orders for supplements. Supplements shall only be accepted by the publisher following submission of a sample and checking by the publisher.

§ 2 Offer, Conclusion of Contract

1. Advertising order as used in the General Terms and Conditions below shall mean a contract on the publication of one or several ads, third-party supplements or other advertising materials of an advertising company or other commercial advertiser in any advertising media (print/digital) for the purpose of distribution.

2. Orders for advertising material may be made in person, by telephone, in writing, by fax, by email or via the internet. The publisher is not liable for transmission errors.

3. A contract shall not be deemed to exist until the publisher issues an order confirmation in writing. The price list valid at the time the order is placed shall apply.

4. At the publisher's due discretion it shall be authorized to decline orders and individual releases of advertisements that occur under an overall conclusion of contract. This applies in particular if prior contents violate laws or official provisions, or were considered objectionable by the German Press or Advertising Council in a complaints procedure, or if their publication is deemed unacceptable to the publisher due to their content, origin or technical format or, due to their format or presentation, would lead the reader to believe that they constitute editorial content, or if they contain advertisements by third parties. The publisher shall make its refusal known immediately upon acquiring knowledge of the relevant contents.

§ 3 Contract Implementation

1. Orders must be completed within one year of conclusion of contract, commencing with the first placement (publication) of the advertising material.

2. The customer shall supply the publisher in good time with all content, information, data, files and other materials ("copy") that are necessary for the advertising material, and these shall be complete, free of errors and viruses and shall conform to the contractual agreements. If copy is transmitted digitally to the publisher (e.g. by CD-ROM or e-mail) it must be exclusively sent in locked files, i.e. in files in which the publisher is unable to alter the contents. The publisher shall assume no liability for the faulty publication of advertising material which has been sent in open files (e.g. in files saved in Corel Draw, QuarkXPress, Freehand), files which belong together must be sent or saved in a common directory (folder). In the event that the customer digitally transmits advertisements, the customer shall, at the same time, supply a color proof and proof protocol and measurement protocol. Should the customer fail to comply with this stipulation it shall not be entitled to compensation in respect of any color variations which may occur. The customer warrants that all files supplied are free of computer viruses. The publisher shall retain the right to delete files containing computer viruses. No claims on the part of the customer shall derive from such action. The publisher also reserves the right to claim damages if the computer viruses cause further damage at the publisher. The publisher shall immediately demand replacement of clearly unsuitable or damaged copy. Copy shall only be returned to the customer if specifically requested. Failing this, it shall become the property of the publisher. The obligation to store all documents which are sent expires three months after publication of the respective order.

3. Costs for the production of ordered copy, films or drawings shall be borne by the customer, which shall also bear all costs for changes to originally agreed versions requested by the customer or for which the customer is responsible.

4. Proofs shall only be supplied upon express request. The customer shall bear the responsibility for the correctness of the returned proof. In the event that the proof is not returned to the publisher on time, the customer shall be deemed to have authorized the advertising material.

5. Upon request the publisher shall furnish an advice of the advertising material together with the invoice. In the event that such an advice can no longer be obtained, the publisher shall instead send confirmation that the advertising material has been published and distributed.

6. The design and labeling of advertorial styled advertising material must be agreed with the publisher in a timely manner prior to publication. Text-style advertisements must be distinguishable from the magazine text by their typeface. The publisher shall be entitled to clearly label advertorial materials as advertisements if they are not recognizable as such.

7. Replies sent to box number advertisements are kept up to four weeks following publication of the relevant advertisement and are sent to the customer by regular mail (even if the said replies have been sent by express or registered mail). Notwithstanding this, the publisher assumes no responsibility for the safekeeping and timely forwarding of the offers.

8. The advertising deadlines and publication dates stated in the price list are non-binding for the publisher. The publisher is entitled to adjust them at short notice to suit the publisher's requirements.

9. Orders may only be canceled in good time, no later than the advertising deadline, and in writing, by fax or by e-mail. Customers must pay for advertisements which have already gone to press. Otherwise, the publisher may demand reimbursement for any costs incurred until the cancellation notification, in accordance with statutory regulations.

10. The customer is responsible for the content and the legal permissibility of the advertising material. The customer indemnifies the publisher from any claims of third parties in relation to the publication of the advertising material, including reasonable costs for legal defense. The publisher is not obliged to verify whether advertising material affects the rights of third parties. In the event that the publisher e.g. becomes obliged by a court ruling to print a correction or revision due to the released advertising material, the customer shall effect payment for said publication as per the currently valid price list.

11. Advertising agencies are obliged, in their offers, contracts and invoices to those running the advertisements, to adhere to the price list of the publisher. The commission paid by the publisher is calculated based on the net charge to the customer, i.e. following deduction of any discounts, bonuses and discounts due to defects. A commission shall only apply to orders from third parties. The commission is only paid to advertising agencies recognized by the publisher and provided that the order is placed directly by the advertising agency, and that the said advertising agency is responsible for furnishing the finished and ready-for-press printing copy and has registered its business as an advertising agency. The publisher is entitled to refuse orders from advertising agencies if there are doubts as to the professional practice of the agency or its creditworthiness. Orders by advertising agencies shall be notified in writing to the publisher at least one month prior to publication of the advertising material. In the event of a price increase, the customer shall have the right to withdraw from the contract. The right of withdrawal must be exercised in written form within 14 days of receipt of notification of any price increase.

§ 4 Prices, Conditions of Payment, Discounts

1. The price for the publication of advertising material is based on the price list valid at the time the order is placed. The publisher may apply prices which differ from those in the price list for advertorial styled advertising material, supplements, special publications and collections, as well as for advertising material ordered following the expiration of advertising deadlines. Price changes in respect of orders already placed may be applied to complete if the publisher has notified the customer in writing of the price increase at least one month prior to publication of the advertising material. In the event of a price increase, the customer shall have the right to withdraw from the contract. The right of withdrawal must be exercised in written form within 14 days of receipt of notification of any price increase.

2. The discounts specified in the price list are granted solely to the customer and only for the advertising material placed over the course of one year ("advertisement year"). Frequency discounts are only valid within an advertisement year. Unless otherwise agreed, the term commences with the placement of the first advertising material.

3. If an order is extended, the customer shall be entitled to a retroactive discount provided that the basic order was originally eligible for a discount. Said entitlement shall lapse if not claimed within one month of expiry of the advertisement year. If an order fails to reach the forecast order volume, the excess discount granted will be subsequently invoiced to the customer.

4. Unless otherwise agreed, following receipt of the invoice orders shall be paid for within the period specified in the price list. The so-called pre-notification deadline after the SEPA Core Direct Benefit is has been shortened to four days. The publishing house shall have the right to assign their claims against the client to third parties. If the client is in payment default regarding a claim, all other claims against this client can be declared due and payable. In the event of payment default, dunning and collection expenses shall be charged to the customer. In the event of payment default, the publisher shall be authorized to defer delivery on a current contract until payment is made, as well as require advance payment. In case of reasonable doubt concerning the customer's ability to pay, the publisher shall be authorized, including during the term of an overall contract, to deviate from an originally agreed due date of payment and to make the publication of further advertising material dependent on advance payment and the settlement of outstanding invoiced amounts. Erroneous invoices may be corrected by the publisher within six months of issue.

5. All prices exclude statutory VAT amounts on the day the invoice is issued.

6. For invoices subject to VAT no invoice will be issued without VAT. The publisher is entitled to charge VAT retroactively should the tax authorities confirm that the advertising order is subject to taxation.

7. In the event of a decrease in circulation, if the customer has concluded a contract for multiple advertising materials this shall be entitled to a discount if, as an overall average for the advertisement year which commences with the first placement, circulation falls short of the average circulation quoted in the price list or elsewhere, or – if no circulation is specified – falls short of the average circulation sold (if sales figures are not available, then the average actual circulation) in the previous calendar year. A decrease in circulation shall only constitute a defect entitling the customer to a discount if a specified circulation was undereached by at least 20%. Any other entitlement to price reductions on contracts is excluded if the publisher has notified the customer of the reduction in circulation in such timely manner that the customer was able to withdraw from the contract prior to publication of the advertising material. Said entitlements to price reductions for customers who are business persons lapse 12 months after publication of the advertising material.

§ 5 Warranty for Defects

1. No warranty is made for inclusion of advertising material in certain issues or editions, or in certain positions.

2. In the event the customer fails to follow the recommendations of the publisher regarding the creation and provision of copy, the customer shall have no claims in respect of faulty publication. This shall also apply in the event that the customer fails to observe the other provisions of these General Terms and Conditions or the price list.

3. Complaints must be lodged by the customer in respect of obvious defects not later than two weeks following receipt of invoice. For non-obvious defects, the customer must issue a complaint not later than one year after publication. In the event the advertising material has been reproduced with errors – despite the fact that the customer acted in good time – the publisher may be obliged to provide a substitute placement appearance of the material without defects (subsequent fulfillment), however only to the extent that the purpose of the advertising material was adversely affected. Claims for subsequent fulfillment are excluded if they subject the publisher to unreasonable expenses. In the event the publisher is given a reasonable time limit and allows it to expire, or refuses to perform subsequent fulfillment, or if the customer cannot reasonably be expected to accept subsequent fulfillment or said fulfillment is unsuccessful, the customer shall have the right to withdraw from the contract or bring a claim for a price reduction, to the extent that the purpose of the advertising material has been adversely affected. Withdrawal for minor defects is excluded. Warranty claims from business persons shall lapse 12 months following publication of the advertising material.

4. In the event that defects in the copy are not immediately apparent but become apparent during processing, the customer shall bear the additional associated costs or losses incurred during production. In the event that defects in the copy are not obvious, the customer shall have no claims in respect of inadequate publication. The same shall apply to errors in repeated placements of advertising material if the customer fails to draw attention to said errors in good time prior to publication of the next placement.

5. The publisher accepts no responsibility for the accuracy of the quantity or quality of the material supplied by the customer (bound inserts, supplements etc.).

§ 6 Liability, Force Majeure

1. Claims for damages by the customer against the publisher are excluded, irrespective of the legal grounds, in particular claims arising from delays, breach of contractual obligations, violation of the industrial property rights of third parties and tortious actions. This liability exclusion shall not apply in the event of intent or gross negligence on the part of the publisher, its representatives and vicarious agents, or in the event of ordinary negligence in the breach of contractual obligations which is material to the fulfillment of the contractual purpose, or in the event that the claims for damages arise from a warranty of quality. In the event the publisher is liable on the merits, the claim for damages is limited to the foreseeable losses. This liability exclusion shall not apply in the event said damages were caused by intent or gross negligence by the publisher, its representatives and vicarious agents, or if claims for damages are based on the Product Liability Act, or arise in connection with injury to life, limb or health. To the extent that the publisher's liability is excluded, this shall also apply to the personal liability of its employees, representatives, bodies and vicarious agents. Claims for damages against the publisher are barred 12 months after the point in time at which the customer became aware or should have become aware of the circumstances substantiating the claim.

2. In the event of force majeure and industrial dispute actions which are not the fault of the publisher, the publisher is freed from the obligation to fulfill the order; no claims for damages shall arise from this.

§ 7 Concession of Rights

The customer warrants that it holds all rights necessary for the placement, publication and distribution of the advertising material. The customer shall grant the publisher the necessary copyright, usage and performance protection rights and other rights which permit the use of the advertising protection for its intended purpose in the relevant advertising media, in particular the rights necessary for duplication, distribution, transmission, dispatch, processing, presentation in the public domain, storage in a database, retrieval from a database and provision for download, in terms of time, space and content and to the extent necessary for the execution of the contract. The aforementioned rights are in all cases granted without geographical restriction and confer authorization for placement by all known technical methods and in all known forms of advertising media.

§ 8 Data Protection

Data processing shall be carried out in accordance with the applicable regulations of the Federal Data Protection Act and the European General Data Protection Regulation. Hütting GmbH shall collect, process and use the customer's personal data. Further information on data processing and data protection can be found in the data protection policy of Hütting GmbH at <https://www.huetting.de/datenschutz>

§ 9 Out-of-court Online Dispute Resolution

The European Commission has set up a platform for online dispute resolution. You can reach this at: <http://ec.europa.eu/consumers/odr/>. Consumers can use the platform to resolve their disputes. We are neither willing nor obligated to participate in a dispute resolution procedure before a dispute resolution body unless there is a legal obligation to participate.

§ 10 Place of Performance, Place of Jurisdiction, Reimbursement of Costs

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws. The place of performance is the publisher's registered office. The place of jurisdiction for lawsuits against merchants, legal persons and public law or special funds under public law shall be the publisher's registered office.

2. The client shall bear all charges, costs and expenses arising in connection with any legal prosecution conducted against them outside of Germany.

Status as of: April 2020

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