

# MEDIA KIT 2017



## PRINT + ONLINE

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successful media for experts

Media Group  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><b>1 Title:</b> ema – elektrische maschinen</p> <p><b>2 Profile in brief:</b> 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><b>3 Target group:</b> 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><b>4 Publication:</b> 9 x per year, according to the Schedule and Editorial Calendar</p> <p><b>5 Magazine format:</b> width 170 mm, height 240 mm</p> <p><b>6 Volume/Year:</b> Volume 96/2017</p> <p><b>7 Price:</b></p> <table border="0"> <tr> <td>Annual subscription</td> <td>domestic (incl. shipping charges)</td> <td>€ 88.00</td> </tr> <tr> <td></td> <td>foreign (incl. shipping charges)</td> <td>€ 98.00</td> </tr> <tr> <td></td> <td>Single copy price</td> <td>€ 8.50</td> </tr> </table> <p><b>8 Organ:</b> Official organ of the Federal Department of Electrical Engineering of the Central Association of the German Electrical and Information Technology Trades.</p> <p><b>9 Memberships:</b> —</p> <p><b>10 Publishing company:</b> Hühig GmbH Managing Director: Fabian Müller 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>	Annual subscription	domestic (incl. shipping charges)	€ 88.00		foreign (incl. shipping charges)	€ 98.00		Single copy price	€ 8.50	<p><b>11 Publisher:</b> —</p> <p><b>12 Advertising:</b> Bettina Landwehr (Advertising Manager), Phone: +49 89 2183-8988 E-mail: bettina.landwehr@huethig.de</p> <p>Sylvia Wiedmer (Office Management Media Sales), Phone: +49 89 2183-8987 E-mail: sylvia.wiedmer@huethig.de</p> <p><b>13 Editorial Dept.:</b> 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</p> <p>Dipl.-Ing (FH) Sigurd Schobert (Editor) Address see publishing company Phone: +49 89 2183-8982, Fax: +49 89 2183-8989 E-mail: sigurd.schobert@huethig.de</p> <p>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>	<table border="0"> <tr> <td><b>14 Volume analysis:</b></td> <td>2015 =</td> <td>9 issues</td> <td></td> </tr> <tr> <td><b>Total volume:</b></td> <td></td> <td>324 pages</td> <td>= 100.00 %</td> </tr> <tr> <td><b>Editorial section:</b></td> <td></td> <td>276 pages</td> <td>= 85.00 %</td> </tr> <tr> <td><b>Advertising section:</b></td> <td></td> <td>49 pages</td> <td>= 15.00 %</td> </tr> <tr> <td><b>Supplements:</b></td> <td></td> <td>0</td> <td></td> </tr> </table> <p><b>15 Analysis of editorial content</b></p> <table border="0"> <tr> <td></td> <td>2015 =</td> <td>275 pages</td> <td></td> </tr> <tr> <td>Technical articles, product information</td> <td></td> <td>254 pages</td> <td>= 92.36 %</td> </tr> <tr> <td>other (tables of contents, legal notice etc.)</td> <td></td> <td>21 pages</td> <td>= 7.64 %</td> </tr> </table>	<b>14 Volume analysis:</b>	2015 =	9 issues		<b>Total volume:</b>		324 pages	= 100.00 %	<b>Editorial section:</b>		276 pages	= 85.00 %	<b>Advertising section:</b>		49 pages	= 15.00 %	<b>Supplements:</b>		0			2015 =	275 pages		Technical articles, product information		254 pages	= 92.36 %	other (tables of contents, legal notice etc.)		21 pages	= 7.64 %
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**Circulation:** Print run: 1,400 copies  
Average annual number of copies actually distributed: 1,160 copies

**Magazine format:** Width 170 mm, height 240 mm  
Type area: Width 145 mm, height 198 mm  
Number of columns: 3 columns, column width: 45 mm

**Printing and binding process, Print documents:** Sheed-fed offset, back stitching, print documents in digital format. **Please see our separate guidelines under "Technical specifications"**

**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@huethig.de  
Phone: +49 89 2183-8988  
Fax: +49 89 2183-8989

**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

**Ad formats and prices:**  
(Statutory VAT to be added to all prices)

Format	Width x Height (in mm)	Basic rate b/w in €
1/1 page	145 x 215	1,245.–
Junior page	93 x 135	710.–
1/2 page	70 x 215 / 145 x 105	655.–
1/3 page	145 x 65 / 45 x 215	470.–
1/4 page	70 x 105 / 145 x 50 / 95 x 70	365.–
1/8 page	70 x 50 / 145 x 24 / 95 x 35	250.–
1/16 page	70 x 24	175.–

**Preferential placements:**

Cover 4-color, total price  
170 x 120 mm + 3 mm trim at right and at bottom € 2,540.–  
Inside front cover b/w 145 x 215 mm € 1,510.–  
Outside back cover b/w 145 x 180 mm € 1,570.–  
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	170 x 240 mm
1/2 page vertical	85 x 240 mm
1/2 page horizontal	170 x 120 mm

including 3 mm bleed on each side to be trimmed

**Classified ads:**

1-column = 120 mm wide, minimum height: 20 mm

**basic rate**

job vacancies per mm (1-column), b/w	€ 5.60
job vacancies per mm (1-column), 4c	€ 11.00
positions wanted per mm (1-column)	€ 2.80
wanted/for sale, other – per mm (1-column)	€ 5.60
box number fee (incl. postage for delivery)	€ 18.00
Litho costs lump sum	€ 35.00

**Online job market on www.elektro.net:** € 580.00/month

**Discount:**

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

**Recommendation advertisements:**

**Frequency discount rate**

3x publication	5%
6 x publication	10%
9 x publication	15%

**Volume discount rate**

3 pages	10%
6 pages	15%
9 pages	20%

**Combinations:** –

**Special ad formats:** on request

**Supplements:** loosely inserted, maximum size 165 x 235 mm

up to 25 g total weight	€ 920.00
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:**

Kessler Druck + Medien, attn. Ms. Karin Wolf, Michael-Schäffer-Straße 1, D-86399 Bobingen, 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.

For further information on pdf format pre-settings call the technical hotline at **+49 8191 125-338**.

**Contact ad management:** Sabine Greinus

Im Weiher 10  
D-69121 Heidelberg  
Phone: +49 6221 489-598  
sabine.greinus@huethig.de

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Issue	1-2/2017	3/2017	4/2017	5/2017	6/2017	7-8/2017	9/2017	10/2017	11-12/2017
<b>Publication date</b>	Feb. 1, 2017	Mar. 10, 2017	Apr. 10, 2017	May 12, 2017	Jun. 16, 2017	Aug. 1, 2017	Sept. 15, 2017	Oct. 16, 2017	Nov. 20, 2017
<b>Advertising deadline</b>	Jan. 9, 2017	Feb. 15, 2017	Mar. 16, 2017	Apr. 18, 2017	May 19, 2017	Jul. 7, 2017	Aug. 23, 2017	Sep. 20, 2017	Oct. 25, 2017
<b>Editorial deadline</b>	Dec. 28, 2016	Feb. 6, 2017	Mar. 7, 2017	Apr. 5, 2017	May 10, 2017	Jun. 28, 2017	Aug. 11, 2017	Sept. 11, 2017	Oct. 16, 2017
<b>Trade fairs</b>		Mar. 7 - 10, 2017 intec, Leipzig	Apr. 24 - 28, 2017 Hannover Messe		May 26 - 27, 2017 Nationale ema-Tagung, Nuremberg Jun. 20 - 22, 2017 CWIEME, Berlin			Oct. 18 - 19, 2017 VEM Techn- ische Tage, Wernigerode	Nov. 28 - 30, 2017 SPS IPC Drives, Nuremberg
<b>Focus topics</b>	Drive engineering	Frequency converters	Wind turbines	Planning and design of plants	Gears	Storage for electrical machinery	Transformers	Conveyor systems, drives	Winding technology
	Service/maintenance	Testing of machines	Measuring technology/magnetism	Energy efficiency, pumps/fans	Hydraulics/pneumatics	Impregnating agents, insulating materials	Clutches, brakes, testing of brakes	Measuring technology	Maintenance
	Trade fair innovations SPS IPC Drives 2016	Explosion protection, winding technology	Announcement of HMI 2017, trade fair overview	Switching cabinets	HMI trade fair review	Report: ema conference, CWIEME trade fair review	Latest standards for electrical machines	Power station technology	Report on "Technische Tage"

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## 2018 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!

<b>Publisher:</b>	Peter Behrends
<b>Size:</b>	approx. 330 pages, numerous figures and tables
<b>Publication date:</b>	October 2017
<b>Advertising deadline:</b>	August 3, 2017

### Advertising formats and basic prices:

1/1 page	156 mm high, 98 mm wide	€ 1,100.–
1/2 page	76 mm high, 98 mm wide or 156 mm high, 47 mm wide	€ 570.–
1/4 page	36 mm high, 98 mm wide or 76 mm high, 47 mm wide	€ 295.–

<b>Preferential placements:</b>	outside back cover b/w	€ 1,620.–
	inside front/back cover b/w	€ 1,385.–

<b>Color surcharge:</b>	per color	for 1/1 page	€ 365.–
		for 1/2 or 1/4 page	€ 260.–

**Bleed:** Surcharge 10 % of basic price

Company logos / company editions on request (price on request).  
The listed prices do not include the statutory value added tax.



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<b>1 Circulation monitoring:</b>	–		
<b>2 Circulation analysis:</b>	Average annual number of copies per issue (July 1, 2015 - June 30, 2016)		
<b>Print run:</b>	1,400		
<b>Number of copies actually distributed:</b>	1,160	including abroad:	69
<b>Sold circulation:</b>	631		
– subscribed copies:	630	including abroad:	69
including member copies:	215		
– other sales:	0		
– single copy sales:	1		
<b>Free copies:</b>	529		
<b>remnant, document and archive copies:</b>	240		

### Geographical distribution analysis:

Economic area	Percentage of copies actually distributed	
	%	Exemplare
domestic	94.1	1,091
foreign	5.9	69
<b>Number of copies actually distributed</b>	<b>100.0</b>	<b>1,160</b>

Distribution by federal states	Percentage of copies actually distributed	
	%	Exemplare
Baden-Wuerttemberg	15.3	167
Bavaria	14.5	158
Berlin, Brandenburg	5.1	56
Bremen, Hamburg, Schleswig-Holstein	6.9	75
Hesse	5.6	61
Mecklenburg-Western Pomerania	2.3	25
Lower Saxony	11.5	126
North Rhine-Westphalia	21.6	236
Rhineland-Palatinate	4.8	52
Saarland	1.5	16
Saxony, Saxony-Anhalt	8.4	92
Thuringia	2.5	27
<b>Number of copies actually distributed</b>	<b>100.0</b>	<b>1,091</b>

## 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.	66.1	767
16/17/18/19/20/35	General industry, including electrical industry, energy sector	18.6	216
84.1/94.1	Guilds, municipal trade associations, government agencies, associations clubs	1.6	19
85.42.1/85.32/94.99.1	Education and training, higher education, research	10.8	125
	Various*	2.9	33
<b>Number of copies actually distributed</b>		<b>100.0</b>	<b>1,160</b>

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



## 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. Conclusion in the meaning of the General Terms and Conditions set out below is a contract on the publication of one or more advertisements, third-party supplements or other advertising media of an advertiser or other commercial inserts in printed form for the purposes 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 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 their contents violate laws or official provisions, or were considered objectionable by the German Press Council, 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 print copy for color advertisements, the customer shall, at the same time, supply a color proof and proof protocol or measurement protocol. Should the customer fail to comply with this stipulation it shall not be entitled to compensation in respect of any color errors or omissions 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 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 advertising 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 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 production run.

9. Orders may only be cancelled 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 or modification, 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 stemming from 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-print 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 made in their name and at their own expense. To the extent that advertising agencies place orders, in the event of doubt the contract shall be concluded with the advertising agency. If an advertiser is to be the customer, this must be agreed separately and with the name of the advertiser explicitly stated. The publisher is entitled to require the advertising agency to produce proof of its mandate.

### § 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 or collections. Discounts as for advertising material ordered following the expiration of advertising deadlines. Price changes in respect of orders already placed may be applied to companies if the publisher has notified them thereof 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 shall 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 Debit has been shortened to four days. 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 date of payment and to make the publication of further advertising material dependent on advance payment and the settlement of outstanding invoice amounts. Erroneous publications 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 orders from abroad which are not subject to VAT, the invoice shall 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 of the customer's publication, the customer is entitled to a discount for multiple advertising materials it 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 underachieved 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.

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 defects – despite prompt delivery of error-free copy and complaint in good time – the customer may demand a substitute placement appearance of the material without defraying (subsequent fulfillment), however only to the extent that the purpose of the advertising material was not affected. Defects in respect of 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 which leads to the breach of a contractual obligation 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 does not apply to claims for damages against the publisher to unreasonable expenses. In the event the publisher's representatives and vicarious agents, or of 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. All claims for damages against the publisher expire 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 intent or gross negligence and industrial property 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 Cession 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 material 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 Storage of Customer Data

Within the scope of business relations, the publisher stores customer data with the help of electronic data processing in accordance with the statutory provisions of the Federal Data Protection Act. The publisher shall be entitled to forward gross advertising sales and comparable relevant data of the customer at product level for publication purposes to companies whose business is the collection and evaluation of such information. This data will be aggregated there and communicated to the market in anonymized form.

### § 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 if they 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

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 under public law or special funds under public law shall be the publisher's registered office.

Status as of: February 2017

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