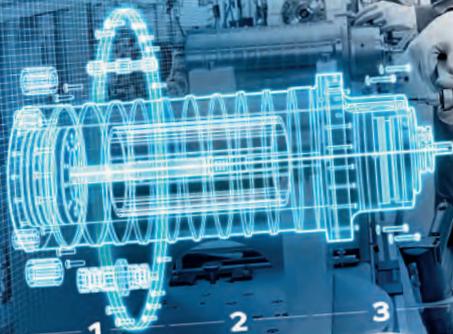




INDUSTRIE SERVICE INSTANDHALTUNG

Customer First

Der Hersteller-Service von DMG Mori umfasst fünf Service-Versprechen.



**BEST-PREISE
ORIGINAL-ERSATZTEILE**



**BEST-PREISE
SPINDEL-SERVICE**



**REDUZIERTE
SERVICEKOSTEN**



**RUNDUM-
SORGLOS-VERTRÄGE**



**HERSTELLER-
ÜBERHOLUNG**

MANAGEMENT >18

Mit den Lösungen von **Synchron** können Hersteller ihr Bestandsmanagement optimieren.

PRAXISTIPP >21

Der Praxistipp von **Getac** zeigt Einsatzmöglichkeiten für robuste Notebooks.

INTERVIEW >30

Herald Stricker von **MSG Industry Advisors** über die Strukturierung von Maschinendaten.

2018 MEDIA KIT

www.iquadrat-magazin.de



Henrich Publikationen GmbH, Talhofstraße 24 b, 82205 Gilching, Germany, Telephone +49 810 538 53-0, Fax +49 810 538 53-11, info@verlag-henrich.de

1. PROFILE IN BRIEF:

i-Quadrat is a practical, interdisciplinary magazine for intelligent maintenance. It is aimed at technical and executive management personnel in the industry. With broad and in-depth information from user reports, market analysis, product news and interviews, i-Quadrat provides important support for investment decisions in industry and services. It focuses on products, solutions, services and strategies that ensure the optimal availability of machinery and equipment as well as their economic and efficient operation. In its specialist sections on management, markets and products, i-Quadrat provides detailed and discerning articles on the technologies and services available to end users that can help ensure that industrial production processes run without a hitch.

3. DISTRIBUTION AND CIRCULATION:

Distributed circulation: 90,500 copies

Circulation in detail:

| Carrying objects | Target group | Distributed circulation |
|-------------------|---|---|
| automation | Management, technical management, managers of production and manufacturing, development and construction managers in the manufacturing industry | 20,311 |
| bbr | Management in the belt, sheet metal, pipe, profile and wire processing industries | 13,751 |
| energiespektrum | Specialists and executives from the public utility companies and the energy-intensive industry | 14,215 |
| logistik journal | Decision-makers in industry, commerce and the service industries | 14,690 |
| maschine+werkzeug | Executive technical management and production managers in the metal machining and metal processing industry | 22,772 |
| | | 85,739 issues |
| | | Distribution on trade fairs: 2,970 issues |

2. FREQUENCY AND DATES:

Frequency: 2 issues per year

Dates:

| | Issue | |
|----------------------|------------|------------|
| | 01/2018 | 02/2018 |
| Date of publication: | 04/11/2018 | 09/11/2018 |
| Closing date: | 03/15/2018 | 08/16/2018 |
| Editorial deadline: | 03/02/2018 | 08/09/2018 |

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1. FIELDS OF BUSINESS/ECONOMIC SECTORS:

| Department/Group/ Class* | Recipient groups – Classified by industry/trade, German classification of economic activities, Federal Office of Statistics, edition 2008 (WZ 2008) | Proportion of total circulation (Copies) | | | | | | |
|-----------------------------|--|--|---------------|---------------|---------------|---------------|------------------|-------------------|
| | | in % | Total | a automation | bbr: | energie | logistik journal | maschine-werkzeug |
| 10–12 | Food and beverages industry | 5.29 % | 4,539 | 1,144 | | 1,151 | 530 | |
| 13–15 | Manufacture of textiles | | | 1,204 | | | 510 | |
| 16 | Manufacture of products of wood (excluding production) | 2.89 % | 2,478 | 660 | | 819 | 353 | |
| 17–18 | Manuf. of paper and paper products, printing industry, publishing industry | | | 646 | | | | |
| 19–20 | Manufacture of coke and mineral oil products, manufacture of chemicals | | | 961 | | | 1,072 | |
| 22 | Manufacture of rubber and plastic products | 5.62 % | 4,822 | 955 | | 1,130 | 704 | |
| 08, 23 | Manufacture of glass, ceramics, manufacture of non-metallic products | 1.30 % | 1,113 | 790 | | | 323 | |
| 24 | Manufacture of fabricated metal products | 49.89 % | 42,771 | 756 | 824 | 3,176 | 849 | 1,025 |
| 25 | Manufacture of basic metals | | | 1,757 | 5,744 | | 1,009 | 6,403 |
| 28 | Mechanical engineering | | | 7,082 | 2,349 | | 2,975 | 8,822 |
| 28.23, 26.2, 27, 26.3 | Manuf. of office machinery, manuf. of machinery and equipment not elsewhere classified, manuf. of electricity equipment, manuf. of radio, television and communication equipment and apparatus | | | 13.81 % | 11,840 | | 3,087 | 1,767 |
| 26.6, 26.51.1, 32.5, 26.7 | Manuf. of medical equipment for measuring and control and regulatory technology, optical equipment | | | | 591 | | | 2,024 |
| 29 | Manufacture of motor vehicles, trailers and semi-trailers | 7.53 % | 6,456 | 1,188 | 1,378 | | 542 | |
| 30 | Manufacture of other transport equipment | | | | 481 | 191 | 2,676 | |
| 31, 32.12, 32.2, 32.3, 32.4 | Manufacture of furniture, jewellery, musical instr., pieces of sports equipm. | 0.99 % | 845 | 591 | | | 254 | |
| | Manufacturing sector in total | 87.32 % | 74,864 | 20,175 | 13,134 | 7,889 | 11,361 | 22,305 |
| 35 | Power supply companies | 3.24 % | 2,776 | | | 2,776 | | |
| 45–47 | Retail trade | 1.77 % | 1,522 | | 617 | | 905 | |
| 49–52 | Logistics providers | 2.57 % | 2,208 | | | | 2,208 | |
| 64 | Banks, service providers, financial services, investment companies | 0.88 % | 751 | | | 751 | | |
| 70–72 | Architectural and engineering activities, research and development, management consulting | 2.42 % | 2,071 | 136 | | 1,252 | 216 | 467 |
| 84, 94.1, 94.2, 94.9 | Authorities and federations | 1.49 % | 1,282 | | | 1,282 | | |
| 85 | Universities and schools of engineering | 0.31 % | 265 | | | 265 | | |
| | Actual circulation | 100,00 % | 85,739 | 20,311 | 13,751 | 14,215 | 14,690 | 22,772 |

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2. SIZE OF ORGANISATION:

| | Proportion of total circulation Copies | | | | | | |
|---------------------------|---|---------------|---|---|--|---|---|
| | In % | Total |  |  |  |  |  |
| < 50 employees | 15.13 % | 12,968 | | 3,150 | 2,545 | | 7,273 |
| 50–99 employees | 24.88 % | 21,335 | 4,495 | 3,520 | 3,346 | 4,864 | 5,110 |
| 100–199 employees | 24.90 % | 21,349 | 6,824 | 2,951 | 3,204 | 4,360 | 4,010 |
| 200–499 employees | 17.71 % | 15,184 | 4,812 | 2,221 | 2,230 | 2,972 | 2,949 |
| 500–999 employees | 7.60 % | 6,513 | 1,974 | 953 | 967 | 1,241 | 1,378 |
| > 1,000 employees | 7.74 % | 6,634 | 2,167 | 942 | 698 | 1,224 | 1,603 |
| Not specified | 2.04 % | 1,756 | 39 | 14 | 1 225 | 29 | 449 |
| Actual circulation | 100.00 % | 85,739 | 20,311 | 13,751 | 14,215 | 14,690 | 22,772 |

3. JOB CHARACTERISTIC: POSITION IN ORGANISATION

| | Proportion of total circulation Copies | | | | | | | |
|--|---|---------------|---|---|--|---|---|-----|
| | In % | Total |  |  |  |  |  | |
| Management | 35.22 % | 30,198 | 3,711 | 6,309 | 7,007 | 3,980 | 9,191 | |
| Technical management, production management, manufacturing management including sales | 57.94 % | 49,677 | 10,980 | 6,416 | 4,964 | 4,958 | 12,326 | |
| Purchase | | | | 1,026 | 2,244 | | | 533 |
| Work preparation/research, development | | | | | | | | 536 |
| Quality management | 0.76 % | 648 | 648 | | | | | |
| Logistics management | 6.08 % | 5,216 | | | | 5,216 | | |
| Actual circulation | 100.00% | 85,739 | 20,311 | 13,751 | 14,215 | 14,690 | 22,772 | |

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1. FORMAT: 210 mm width x 297 mm height

2. ADVERTISEMENT RATES AND FORMATS:

| Format | Width x height in mm | Basic rate b/w | 4c |
|-------------|--------------------------------|----------------|-------------|
| 2/1 page | 394 x 255 | 14,895.00 € | 18,350.00 € |
| 1/1 page | 184 x 255 | 7,835.00 € | 9,660.00 € |
| 2/3 page | 121 x 255 / 184 x 169 | 5,565.00 € | 6,865.00 € |
| 1/2 page | 184 x 126 / 90 x 255 | 4,225.00 € | 5,220.00 € |
| Junior Page | 137 x 184 | 4,655.00 € | 5,710.00 € |
| 1/3 page | 184 x 83 / 58 x 255 | 2,925.00 € | 3,610.00 € |
| 1/4 page | 184 x 61 / 90 x 126 / 42 x 255 | 2,290.00 € | 2,820.00 € |
| 1/8 page | 184 x 29 / 90 x 61 / 42 x 126 | 1,250.00 € | 1,545.00 € |

Surcharges:

Fixed placements of advertisements and inserts: 10 % surcharge.
Fixed placements are possible as of a third page.
Bleed/double page spread: 10 % surcharge.
All surcharges and technical costs are not subject to discount!

3. PREFERENTIAL PLACEMENTS AND DISCOUNTS:

| | b/w | 4c |
|-------------|------------|-------------|
| Front cover | | 15,525.00 € |
| Cover 2 | 9,490.00 € | 12,450.00 € |
| Cover 3 | 9,060.00 € | 11,975.00 € |
| Cover 4 | 9,930.00 € | 12,940.00 € |

| Frequency discounts: | 2 adverts | 4 adverts | 6 adverts |
|----------------------|-----------|-----------|-----------|
| | 5 % | 10 % | 15 % |
| Volume discounts: | 2 pages | 4 pages | 6 pages |
| | 10 % | 15 % | 20 % |

Special advertisement formats on request

ADVERTISEMENT DATA:

In order to process your order optimally and quickly we receive your motifs digitally.

We process all professional Mac and PC formats. Please send your data via e-mail to dispo@verlag-henrich.de.

The processing of the data will be free of charge as long as the data comply with our common terms of digital data acceptance of advertisements. Additional expenditure incurred due to data being incorrect or incomplete will be invoiced at cost price. You find the technical profile in our media center at www.henrich-mediacenter.de.

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| Format | Typing area | Bleed* |
|--------------------------------|--------------|--------------|
| $\frac{2}{1}$ page | 394 x 255 mm | 420 x 297 mm |
| $\frac{1}{1}$ page | 184 x 255 mm | 210 x 297 mm |
| $\frac{2}{3}$ page, vertical | 121 x 255 mm | 140 x 297 mm |
| $\frac{2}{3}$ page, horizontal | 184 x 169 mm | 210 x 198 mm |
| Junior Page | 137 x 184 mm | 150 x 201 mm |
| $\frac{1}{2}$ page, vertical | 90 x 255 mm | 105 x 297 mm |
| $\frac{1}{2}$ page, horizontal | 184 x 126 mm | 210 x 146 mm |
| $\frac{1}{3}$ page, vertical | 58 x 255 mm | 70 x 297 mm |
| $\frac{1}{3}$ page, horizontal | 184 x 83 mm | 210 x 99 mm |
| $\frac{1}{4}$ page, vertical | 42 x 255 mm | 52 x 297 mm |
| $\frac{1}{4}$ page, 2-columned | 90 x 126 mm | 105 x 146 mm |
| $\frac{1}{4}$ page, 4-columned | 184 x 61 mm | 210 x 74 mm |
| $\frac{1}{8}$ page, 1-columned | 42 x 126 mm | 52 x 146 mm |
| $\frac{1}{8}$ page, 2-columned | 90 x 61 mm | 105 x 74 mm |
| $\frac{1}{8}$ page, 4-columned | 184 x 29 mm | 210 x 37 mm |

*For technical reasons the printing material for bleed advert has to have additional 3 mm on all sides for trimming.

All information in mm (width x height)



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1. WEB ADDRESS: www.iquadrat-magazin.de

2. PROFILE IN BRIEF:

i-Quadrat gives top decision-makers from the manufacturing industry premium online information at www.iquadrat-magazin.de relating to maintenance in the areas of market, technology, management and finance. This primarily includes presentations, background information and trends regarding new products, services, strategies and solutions for commercially operating, monitoring, maintaining and modernising production machinery and equipment.

3. TARGET GROUP:

Executive and technical management as well as operating and production managers of the manufacturing industry in German-speaking countries.

4. PUBLISHER:

Henrich Publikationen GmbH
Contact Florian Beisser, Head of Media Sales
Telephone: +49 810 538 53-44
f.beisser@verlag-henrich.de

6. ACCESS CONTROL:

Visits: upon request
Page Impressions: upon request



5. PRICES AND TYPES OF ADVERTISEMENT:

| Type of advertisement | Placement | Format/size in pixels | Data volume up to | Price in € |
|-----------------------|-----------|----------------------------|-------------------|--------------|
| Full Banner | all pages | 468 x 60 | 80 KB | 260.00/month |
| Half Banner | all pages | 234 x 60 | 80 KB | 155.00/month |
| Superbanner | all pages | 728 x 90 | 80 KB | 360.00/month |
| Wide Skyscraper | all pages | 160 x 600 | 80 KB | 475.00/month |
| Half Skyscraper | all pages | 160 x 300 | 80 KB | 425.00/month |
| Rectangle | all pages | 336 x 280 | 80 KB | 500.00/month |
| Footer Layer | all pages | 806 x 100 | 80 KB | 400.00/month |
| Text Ad | homepage | 1,500 characters + picture | 80 KB | 360.00/month |



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1. NAME: i-Quadrat newsletter

2. PROFILE IN BRIEF:

The newsletter from i-Quadrat informs top decision-makers in the industry regarding products, services, strategies and solutions for commercially operating, monitoring, maintaining and modernising production machinery and equipment.

3. TARGET GROUP:

Executive and technical management as well as operating and production managers of the manufacturing industry in German-speaking countries.

4. FREQUENCY: Every 4 weeks; wednesday

5. PUBLISHER: Henrich Publikationen GmbH
Contact Florian Beisser, Head of Media Sales
Telephone: +49 810 538 53-44
f.beisser@verlag-henrich.de

7. USAGE DATA: 8,700 recipients (as of 07/31/17)



6. PRICES AND TYPES OF ADVERTISEMENT:

| Type of advertisement | | Format/size in pixels | Data volume up to | Price in €/dispatch |
|-----------------------|--|----------------------------|-------------------|---------------------|
| Full Banner | We recommend static image files. Flash files cannot be processed. | 468 x 60 | 100 KB | 150.00 |
| Half Banner | | 234 x 60 | 100 KB | 100.00 |
| Superbanner | | 728 x 90 | 100 KB | 170.00 |
| Wide Skyscraper | | 160 x 600 | 100 KB | 190.00 |
| Half Skyscraper | | 160 x 300 | 100 KB | 150.00 |
| Rectangle | | 336 x 280 | 100 KB | 210.00 |
| Text Ad | | 1,500 characters + picture | 100 KB | 165.00 |

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The perfect addition to your cross-medial advertising efforts: direct mailing efforts

General information

| | |
|---------------------------------|----------|
| Selection lump sum | € 150.00 |
| Minimum contract value | € 475.00 |
| Minimum purchase after matching | 70% |



Company address

| | |
|---|--------|
| with characteristic of industry | € 0.28 |
| + Company size and/or regional limitation | € 0.33 |

Customized Address

| | |
|---|--------|
| by position / function | € 0.38 |
| + Line of business | € 0.43 |
| + Company size and/or regional limitation | € 0.48 |

We gladly take care of the entire handling:

Exemplary calculation to our lettershop 1-paged laser letter DIN-long format + flyer

| Circulation | 500 | 2,000 | 4,000 | 8,000 | 12,000 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| Address rental customized address (1 characteristic) incl. selection lump sum | € 340.00 | € 910.00 | € 1,670.00 | € 3,190.00 | € 4,710.00 |
| Production laser letter (customized letter: laser printing 1/0-coloured DIN A4) | € 202.50 | € 255.00 | € 340.00 | € 510.00 | € 680.00 |
| Folding + enveloping of 2 mailing components, stamping, postal delivery | € 180.00 | € 180.00 | € 183.60 | € 367.20 | € 469.20 |
| Domestic postal charges* | € 310.00 | € 1,240.00 | € 1,120.00 | € 2,240.00 | € 3,360.00 |
| Total cost** | € 1,032.50 | € 2,585.00 | € 3,313.60 | € 6,307.20 | € 9,219.20 |

The prices are to be understood plus Value Added Tax.

* 20 g, DIN-long, from circulation of 4,000 copies as Infopost possible.

** plus envelope DIN-long with window; € 12.50 per thousand.

Contact: [Magdalena Roitzsch](mailto:Magdalena.Roitzsch@verlag-henrich.de) · Phone +49 810 538 53-62 · adressen@verlag-henrich.de

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| Issues/ deadlines | Topics | Trade fairs and events |
|--|--|--|
| <p>1 DOP: 04/11/18 CD*: 03/15/18 ED: 03/02/18</p> | <p>Industrial services Condition monitoring Fluid management/hydraulics Software Thermography Energy efficiency Retrofit Service management/spare parts management Process optimization RFID</p> | <p>Instandhaltungstage, Salzburg 04/10/18–04/12/18 Hanover Fair 04/23/18–04/27/18 Windforce, Bremerhaven 05/15/18–05/17/18 Power-Gen Europe, Wien 06/19/18–06/21/18 Automatica, München 06/19/18–06/22/18</p> |
| <p>2 DOP: 09/11/18 CD*: 08/16/18 ED: 08/09/18</p> | <p>Plant availability Cleaning Automation Modernisation Remote maintenance/remote diagnostics Outsourcing Function monitoring Pumps Measurement technology/thermal image/sensors Work safety Networking/digitalisation</p> | <p>AMB, Stuttgart 09/18/18–09/22/18 WindEnergy, Hamburg 09/25/18–09/28/18 Motek, Stuttgart 10/08/18–10/11/18 Dt. Logistikkongress, Berlin 10/17/18–10/19/18 SPS IPC Drives, Nuremberg 11/27/18–11/29/18</p> |

*The delivery date for printing material is equivalent to the respective closing date for advertisements.

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§ 1 Scope of validity, exclusivity

The acceptance and publication of all advertising orders and follow-up orders are governed exclusively by these General Terms and Conditions, as well as by the Publisher's price lists in effect at the time of conclusion of contract, which form a material component of such contract. The validity of any general terms and conditions of the customer is precluded to the extent they are inconsistent with these General Terms and Conditions.

§ 2 Offer, conclusion of contracts

- Orders for advertisements may be submitted personally, by phone, letter, fax, or email, or online. The Publisher is not liable for transmission errors.
- A contract comes into existence only after written confirmation of the order by the Publisher. The price list in effect at the time of conclusion of contract is applicable in each case. The customer can obtain information about the price list directly from the Publisher or at www.verlag-henrich.de.
- The Publisher may in its discretion reject advertisement orders, including individual placements in connection with a package contract. This applies, in particular, to advertisements whose content violates laws, standards of public decency, or governmental regulations, to those that have been objected to in complaint proceedings before the German Advertising Standards Council (Deutscher Werberat), to those whose publication cannot be reasonably expected of the Publisher due to their content, origin, or technical form, and to inserts whose format or layout could give readers the impression that they form part of the newspaper or that contain advertisements by other parties. The Publisher must give notice of rejection promptly after becoming aware of the relevant content.

§ 3 Prices, payment terms, price reduction

- The compensation applicable between the Publisher and the customer results from the order confirmation. If a written order confirmation was not given, or if compensation is not evident in the order confirmation, the price list in effect at the time the order was issued is applicable.
- The price for publication of an advertisement is determined according to the price list currently in effect. In the event the advertisement price list is changed, the new terms apply also to ongoing contracts.
- Prices may be changed at any time. For orders already confirmed by the Publisher, price changes are effective only if they were announced at least one month in advance. In such case, the customer is entitled to terminate, which right must be exercised in writing not later than 14 days after announcement of the price increase. In such case, discounts need not be refunded pursuant to No. 5. Further-reaching claims of the customer are precluded. If termination does not occur, the price increase is deemed approved for all future orders.
- The discounts described in the price list are granted only to the customer and only for advertisements appearing within a given year ("Advertising Year"). Discounts for repeat orders are valid only during an Advertising Year. Unless agreed otherwise, the period begins to run with the appearance of the first advertisement.
- The discounts described in the price list are granted only for advertisements appearing during a given year. Unless agreed otherwise in writing at the time of conclusion of contract, the period begins to run with the appearance of the first advertisement. If the one-year period is not complied with, the customer is obligated to refund to the Publisher the amount of the discount granted under the contract with respect to the stipulated total volume and the discount corresponding to the actual number of advertisements placed.
- In the event the order is expanded, this gives rise to a claim to a retroactive discount, provided that the basic order is subject to discounting. The claim lapses unless asserted not later than one year after expiry of the Advertising Year. If an order does not reach the anticipated order volume, the excess price discount granted is invoiced retroactively.
- The invoiced amount is payable net (without deduction) within 30 days of the invoice date. If payment is made within eight days, the Publisher grants the customer a discount of 2%. If payment is made in advance, the Publisher grants a discount of 3% of the invoiced amount.
- Payments must be made net of all costs and fees to the Publisher's bank accounts indicated in the invoice. In the event of late payment, interest is charged in accordance with Section 288 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). Collection costs incurred as a result of late payment are for the account of the customer. In the event of late payment, the Publisher may suspend further processing of a current order until payment is made and demand payment in advance. Should there be justified concerns about the customer's ability to pay, the Publisher is entitled to make the acceptance of further advertisements dependent on payment in advance of the advertisement fee and on the settlement of open invoices, including during the term of a contract and regardless of the originally agreed payment terms. Erroneous advertisement invoices may be corrected within six months of invoice issuance.
- All prices are net of value-added tax applicable on the date of invoice issuance. For advertisement orders emanating from outside Germany that are not subject to value-added tax, invoices are issued without a charge for value-added tax. The Publisher is entitled to invoice for value-added tax retroactively if the tax authorities determine that the advertisement is subject to tax.
- In the event a contract is concluded for several advertisements, a claim to price reduction may be derived from a reduction in circulation if the overall average of the insertion year beginning with the first advertisement is less than the average circulation of the prior calendar year stipulated in the price list or in some other manner. A reduction in circulation is a defect justifying price reduction only if it amounts to 20% or more for a circulation of up to 50,000 copies. The price is to be reduced by the same percentage as that experienced in the reduction in circulation.

§ 4 Positioning of advertising, labelling

- Unless agreed otherwise, the advertisement is placed in the next available issue.
- If several advertisements are booked in advance, same are, when in doubt, to be processed within one year following conclusion of contract. The publication of the advertisements is, when in doubt, spread equally over the placement period.
- The Publisher expressly reserves the right to make editorially related changes to the internal arrangement, layout, title, and scope of the respective periodical, as well as the right to postpone publication dates when necessitated by such changes.
- The Publisher positions the advertisement taking the customer's wishes into account to the greatest possible extent. Unless agreed otherwise, the customer has no claim to a specific positioning or to the exclusion of advertising for goods or services of one of the customer's competitors.

§ 5 Contract performance

- Advertisement orders are to be carried out within one year following conclusion of contract, beginning with the appearance of the first advertisement.
- The customer is responsible for the timely delivery of flawless artwork. The Publisher promptly requests replacement for perceptibly unusable or damaged artwork. The Publisher guarantees printing quality for the booked issue to the extent made possible by the artwork. Artwork is returned to the customer only when specifically requested. Otherwise, it becomes the property of the Publisher. The safekeeping obligation ends six months after expiry of the order.
- Costs for preparing ordered source material, videos, or drawings, as well as substantial changes to originally agreed versions desired by the customer or for which the customer is responsible, are for the account of the customer.
- Proofs are delivered only when expressly requested. The customer is responsible for the accuracy of the returned proof. If the proof is not returned to the Publisher in timely fashion, print approval is deemed to have been given.
- The layout and labelling of advertisements with editorial content must be coordinated with the Publisher suitably in advance of publication. Advertisements surrounded on at least three sides by editorial content must be distinguishable from such content through the font they employ. The Publisher is entitled to clearly label as advertising those advertisements that are not readily identifiable as such.

- Replies to box-number advertisements are stored for up to four weeks following publication of the advertisement and sent to the customer by regular mail (including where these involve express deliveries or registered mail). However, the Publisher assumes no liability for safekeeping and timely delivery of the replies.
- The advertising deadlines and publication dates set forth in the price list are not binding on the Publisher. The Publisher is at liberty to modify these on short notice when called for by the production process.
- As a general rule, already submitted orders for advertisements can only be cancelled for significant reasons. Notification of cancellation must be provided at the latest by the closing date for acceptance of advertising copy. The cancellation must be supplied in written form, per telex or email. If it is not possible to execute an order for reasons that are outside the control of the publisher, the client shall still be required to pay the full cost of the transaction.
- The customer is responsible for the content and legal permissibility of the advertisement. It must indemnify the Publisher against all claims by third parties occasioned by publication of the advertisement, including reasonable costs for legal counsel. The Publisher is not obligated to review whether an advertisement order interferes with the rights of third parties. If the Publisher is obligated by court order to print a correction or revision based on a placed advertisement, the customer must bear the costs pursuant to the current advertisement price list.
- Advertising agencies are obligated to adhere to the Publisher's price list in their offers to, contracts with, and accounting statements for advertisers. Commissions granted by the Publisher are calculated based on the net price to customers, i.e. less discounts, bonuses, and rebates for adverts. The commission is due only where orders are brokered for third parties. It is paid only to advertising agencies approved by the Publisher, provided that the advertising agency issues the order directly, is responsible for procuring finished, print-ready artwork, and is in possession of a trade registration as an advertising agency. The Publisher is at liberty to reject orders from advertising agencies where there are doubts about the professional exercise of the agency activity or the creditworthiness of the advertising agency. Advertisement orders by advertising agencies are issued in their names and for their account. If advertising agencies issue orders, the contract, when in doubt, thus comes into existence with the advertising agency. If an advertiser becomes a customer, this must be agreed to separately under designation of the advertiser by name. The Publisher is entitled to demand proof of engagement from the advertising agency.

§ 6 Warranty against defects

- No guarantee is given that advertisements will appear in specific issues or at specific locations.
- The Publisher warrants that advertisements will be reproduced free of typographic defects corresponding to the printing stock used, subject to the sending of suitable artwork (see technical information in the price list).
- Colour advertisements: When artwork is sent digitally for colour advertisements, the customer must simultaneously send a colour proof. Otherwise, the customer is not entitled to reimbursement for any colour deviations.
- In the event of obvious defects, the customer must give notice of objection not later than two weeks following receipt of the invoice. In the event of latent defects, the customer must give notice of objection not later than one year following publication of the corresponding item. In the event of defective printing of an advertisement despite timely delivery of flawless artwork and timely notice of objection, the customer may demand the printing of a replacement advertisement that is free of defects. The claim to cure is precluded if this is associated with unreasonable costs for the Publisher. If the Publisher does not meet a reasonable deadline set for it, if it refuses to undertake the cure, if it is unreasonable to expect the customer to accept the cure, or if the cure is unsuccessful, the customer has the right to rescind the contract or to reduce the price to the extent that the purpose of the advertisement was interfered with. Warranty claims by merchants (Kaufleute) are prescribed 12 months after publication of the corresponding advertisement. If the customer fails to comply with the Publisher's recommendations to create and send digital artwork, it is not entitled to any claims for defective advertisement publication. The same also applies where it fails to comply with other arrangements under these General Terms and Conditions or the price list.
- If any defects in the artwork are not immediately ascertainable but rather first become apparent during the printing process, the customer has no claim in the event of unsatisfactory printing.
- The customer is liable for transmitted files being free of computer viruses. The Publisher may delete files with computer viruses without the customer being entitled to derive any claims from this. In addition, the Publisher reserves claims for damages if the Publisher sustains additional damage due to computer viruses.
- Where the customer provides material (bound inserts, loose inserts, etc.), the Publisher gives no warranty for the accuracy of the amounts or qualities designated as delivered.

§ 7 Liability

- The Publisher is liable for damages caused by willful misconduct or gross negligence, for damages from culpable injury to life, body, or health, and for damages resulting from negligent breach of a duty that is of material importance for achievement of the contract purpose (cardinal duty). Other than with regard to liability for willful misconduct and culpable injury to life, body, or health, the obligation to pay damages is limited to foreseeable damages that typically arise. In all other respects, claims for damages against the Publisher are precluded, regardless of legal basis. If the Publisher's liability is precluded or limited under the aforementioned arrangements, this also applies to the personal liability of its employees, representatives, or persons used to perform an obligation (Erfüllungsgehilfen). Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected. Other than claims based on tort or willful misconduct, claims against the Publisher for damages are prescribed 12 months following the date on which the customer learned or should have learned of the circumstances establishing the claim.
- Premature interruption of the advertisement publication occasioned by force majeure, strikes, lock-outs, or operational disruptions does not constitute a release of contract. In such cases, the agreed placement period is extended accordingly, unless the customer can show that later publication can no longer fulfill the purpose of the advertisement. The claim for damages is precluded.

§ 8 Storage of customer data

In connection with its business relationships, the Publisher stores customer data by means of electronic data processing in accordance with the statutory provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz).

§ 9 Place of performance, place of jurisdiction

- If any one or more of these General Terms and Conditions should be or become ineffective, all other provisions remain in full force and effect. An ineffective provision is instead to be replaced by way of supplementary contract interpretation with an arrangement that most closely approximates the economic purpose intended by the parties with the ineffective provision. The same applies to the closing of any gaps herein.
- Amendments to the provisions of these General Terms and Conditions and waiver of the requirement of written/text form must be made in writing.
- The law of the Federal Republic of Germany is applicable, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods and under exclusion of the principles of conflict of laws. The place of performance is Gilching. The place of jurisdiction is Munich for lawsuits against merchants, legal persons under public law, or special funds under public law.

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