We will put together a cross-media media package to help you reach your marketing goal!

- **Print**
  - Advertisement
  - Front page sponsorship
  - Inner cover
  - Corporate Publishing

- **Website**
  - Banner
  - Text advertisement
  - Video / Image clips
  - Company portrait
  - Job market

- **Newsletter**
  - Sponsorship
  - Text advertisement
  - Stand-alone-newsletter
  - Banner

- **Social media**
  - Twitter
  - XING

- **Lead generation**
  - Whitepaper
  - Webinars

- **Direct mailing campaigns**
  - Address rental
  - Companies
  - Personalised

Contact:
Cornelia Schnek
Telephone: +49 810 538 53-41
cornelia.schnek@verlag-henrich.de
1. **Web Address:** www.maschinewerkzeug.de

2. **Profile in brief:**
maschine+werkzeug offers with www.maschinewerkzeug.de premium content from the fields of engineering, business, management, finances and career for those who make the decisions in top industry management today and tomorrow. The editors quickly and reliably provide the users with the most important news and thereby link topicality to background information at the highest journalistic level.

3. **Target group:**
Executive technical management and production managers in the metal machining and metal processing industry.

4. **Publisher:** Henrich Publikationen GmbH
Postal address: Talhofstraße 24 b, 82205 Gilching, Germany
Telephone: +49 810 538 53-40
Fax: +49 810 538 53-11
Email: mw@verlag-henrich.de

**Editorial staff:**
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Ute Heuschkel, Media Sales
Telephone: +49 810 538 53-39, ute.heuschkel@verlag-henrich.de

**Terms of payment and bank details:**
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%. Postbank München, IBAN DE81 7001 0080 0915 0428 02, BIC PBNKDEFF
Tax no. 2645 223 73105, VAT ident no. DE 163 778 434
## Prices/Types of advertisement, Part 1

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Placement</th>
<th>Data volume</th>
<th>Format/size in pixels</th>
<th>Price in €/4 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Banner</td>
<td>below navigation/within content</td>
<td>up to 200 KB</td>
<td>468 x 60</td>
<td>1,010.00</td>
</tr>
<tr>
<td>Superbanner</td>
<td>outskirts area/within content</td>
<td>up to 200 KB</td>
<td>728 x 90</td>
<td>1,450.00</td>
</tr>
<tr>
<td>Wide Skyscraper</td>
<td>left or right</td>
<td>up to 200 KB</td>
<td>120/160 x 600</td>
<td>1,240.00</td>
</tr>
<tr>
<td>Half Skyscraper</td>
<td>left or right</td>
<td>up to 200 KB</td>
<td>120/160 x 300</td>
<td>1,010.00</td>
</tr>
<tr>
<td>Text Ad</td>
<td>homepage</td>
<td></td>
<td>1,500 characters + picture (1,000 x 563 px)</td>
<td>420.00/week</td>
</tr>
<tr>
<td>Video Ad</td>
<td>homepage</td>
<td></td>
<td>250 characters + video + teaser picture</td>
<td>540.00/week</td>
</tr>
</tbody>
</table>

Online price list no. 8
Valid from 1st October 2019
### Prices/Types of advertisement, Part 2

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Placement</th>
<th>Data volume</th>
<th>Format/size in pixels</th>
<th>Price in €/4 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium Rectangle</td>
<td>within content</td>
<td>up to 200 KB</td>
<td>300 x 250</td>
<td>1,630.00</td>
</tr>
<tr>
<td>Vertical Rectangle</td>
<td>within content</td>
<td>up to 200 KB</td>
<td>300 x 400</td>
<td>1,830.00</td>
</tr>
<tr>
<td>Supreme Ad</td>
<td>Vertical Rectangle + two Medium Rectangle</td>
<td>up to 200 KB each</td>
<td>300 x 400 + 300 x 250 (twice)</td>
<td>3,960.00</td>
</tr>
<tr>
<td>Image Gallery</td>
<td>position 4 and 9</td>
<td>up to 200 KB</td>
<td>620 x 460</td>
<td>1,430.00</td>
</tr>
</tbody>
</table>
## Prices/Types of advertisement, Part 3

### Hockeystick

**Placement:** Superbanner/Wide Skyscraper right hand

- **Data volume:** up to 200 KB each
- **Format/size in pixels:** $728 \times 90 + 120/160 \times 600$
- **Price in €/4 weeks:** 2,500.00

### Skyline Ad

**Placement:** combination of Wide Skyscraper left and right + Billboard

- **Data volume:** up to 200 KB each
- **Format/size in pixels:** $960 \times 250 + 120/160 \times 600 \text{ (twice)}$
- **Price in €/4 weeks:** 2,950.00

### Fireplace

**Placement:** Top Banner/Wide Skyscraper left and right

- **Data volume:** up to 200 KB each
- **Format/size in pixels:** $1,040 \times 90 + 120/160 \times 600 \text{ (twice)}$
- **Price in €/4 weeks:** 2,600.00

### Storytelling Event

**Placement:** Fireplace + Billboard + two Superbanner

- **Data volume:** up to 200 KB each
- **Format/size in pixels:** $1,040 \times 90 + 120/160 \times 600 \text{ (twice)} + 960 \times 250 + 728 \times 90 \text{ (twice)}$
- **Price in €/4 weeks:** 5,890.00
## Prices/Types of advertisement, Part 4

**Billboard** 960 x 250 px

- Below navigation
- up to 200 KB
- 960 x 250
- €2,850.00

**Billboard expanding** 960 x 250 → 400 px

- Below navigation
- up to 200 KB
- 960 x 250 → 400
- €3,560.00

**Wallpaper** 728 x 90 + 120/160 x 600

- Hockeystick with background colouration
- up to 200 KB each
- 728 x 90 + 120/160 x 600
- €2,950.00

**Slide Channel expanding** 728 x 90 + 120/160 x 600 → 400 x 600 px

- Hockeystick with expandable Wide Skyscraper
- up to 200 KB each
- 728 x 90 + 120/160 → 400 x 600
- €3,450.00

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Placement</th>
<th>Data volume</th>
<th>Format/size in pixels</th>
<th>Price in €/4 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billboard</td>
<td>below navigation</td>
<td>up to 200 KB</td>
<td>960 x 250</td>
<td>€2,850.00</td>
</tr>
<tr>
<td>Billboard expanding</td>
<td>below navigation</td>
<td>up to 200 KB</td>
<td>960 x 250 → 400</td>
<td>€3,560.00</td>
</tr>
<tr>
<td>Wallpaper</td>
<td>Hockeystick with background colouration</td>
<td>up to 200 KB each</td>
<td>728 x 90 + 120/160 x 600</td>
<td>€2,950.00</td>
</tr>
<tr>
<td>Slide Channel expanding</td>
<td>Hockeystick with expandable Wide Skyscraper</td>
<td>up to 200 KB each</td>
<td>728 x 90 + 120/160 → 400 x 600</td>
<td>€3,450.00</td>
</tr>
</tbody>
</table>
## Prices/Types of advertisement, Part 5

### Online price list no. 8
Valid from 1st October 2019

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Placement</th>
<th>Data volume</th>
<th>Format/size in pixels</th>
<th>Price in €/4 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidekick Ad expanding</td>
<td>Wide Skyscraper right hand, expanding rightwards</td>
<td>up to 200 KB</td>
<td>160 → 400/600 px</td>
<td>1,830.00</td>
</tr>
<tr>
<td>Tower Ad expanding</td>
<td>Wide Skyscraper right hand, expanding leftwards</td>
<td>up to 200 KB</td>
<td>160 → 400/600 px</td>
<td>1,830.00</td>
</tr>
<tr>
<td>Double Sitebar</td>
<td>left and right</td>
<td>up to 200 KB each</td>
<td>300 x 600 px</td>
<td>2,650.00</td>
</tr>
</tbody>
</table>
### Prices/Types of advertisement, Part 6

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Placement</th>
<th>Data volume</th>
<th>Format/size in pixels</th>
<th>Price in €/4 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome Ad</td>
<td>centrally across the homepage</td>
<td>up to 200 KB</td>
<td>640 x 480</td>
<td>1,980.00</td>
</tr>
<tr>
<td>Banderole Ad</td>
<td>centrally across the homepage</td>
<td>up to 200 KB</td>
<td>1,000 x 250</td>
<td>1,680.00</td>
</tr>
<tr>
<td>Footer Layer</td>
<td>fixed at the bottom</td>
<td>up to 200 KB</td>
<td>1,000 x 100</td>
<td>1,430.00</td>
</tr>
</tbody>
</table>
### Mobile Ads:

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Placement</th>
<th>Data volume</th>
<th>Format/size in pixels</th>
<th>Price in €/4 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile 6 : 1</td>
<td>beneath header</td>
<td>up to 200 KB</td>
<td>e.g. 300 x 50</td>
<td>490.00</td>
</tr>
<tr>
<td>Mobile 2 : 1</td>
<td>within content</td>
<td>up to 200 KB</td>
<td>e.g. 300 x 150</td>
<td>570.00</td>
</tr>
</tbody>
</table>
Whitepaper - Lead generation by providing of specialist information

Present your company with a whitepaper as the competent solution provider and generate qualified business contacts.

Your benefits:
- generation of qualified contact
- emphasizes the professional competence of your company
- publication like a specialist information on the website
- integration into the editorial environment

Promotion package Basic:
- 4 times text-ad inside maschine+werkzeug newsletter
- 2 times text-ad onto maschine+werkzeug website

Promotion package Premium:
- 6 times text-ad inside maschine+werkzeug newsletter
- 4 times text-ad onto maschine+werkzeug website

Contact us for individual media packages and further details

<table>
<thead>
<tr>
<th>Package</th>
<th>Period</th>
<th>Price in €</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>3 month</td>
<td>5,450.00</td>
</tr>
<tr>
<td>Premium</td>
<td>3 month</td>
<td>6,910.00</td>
</tr>
</tbody>
</table>
Produkt der Woche (translation: Product of the week):

Use this type of advertisement to inform our readers about your product innovations!

- Your product entry will exclusively be placed on the homepage of maschine+werkzeug.
- Your product entry will additionally be promoted in our newsletter which will be dispatched afterwards.
- A direct link to your website is included.
- For this, we need a product information text, consisting of approx. 1,500 characters and a product picture in JPG format (1,000 x 563 px).

Price per insertion:

1 time: 630.00 € per week
From 3 times on: 530.00 € per week
From 5 times on: 440.00 € per week
Company portrait:

- Your company portrait in the data base of maschine+werkzeug with all detailed company data, company logo and links to all news, articles, products and industry dates.

Your benefits:

- publication of 12 press releases, news or specialist articles
- publication of 5 product or image videos
- listing of 6 appointments or events
- preparation of a download: pdf-data/Whitepaper (no lead-generation)
- SEO-relevant activity by placing of backlinks

Portrait booking:
Call! Under +49 810 538 53-41 you will get an individual consultation through our maschine+werkzeug team.

Life: 12 months (can be booked at any time)
Price: 2,150.00 €

More information: www.maschinewerkzeug.de/anbieter.
Webinar – Lead Generation through the dissemination of specialist knowledge

Your advantages:
- virtual form of a real event
- location-independent and interactive
- direct contact with the target group
- live feedback
- lead generation

Basic service:
- up to 50 registered participants
- Webinar of the month available on the homepage for 4 weeks: www.maschinewerkzeug.de
- 4 text ads in the weekly newsletter
- additional option: 4 weeks further lead generation from the first broadcast (50.00 € per lead)

Contact us for individual advertising packages and further details!

<table>
<thead>
<tr>
<th>Type of advertising</th>
<th>Price in €</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audio presentation (live)</td>
<td>6,270.00</td>
</tr>
<tr>
<td>Live Package 1 – studio recording in Munich</td>
<td>8,100.00</td>
</tr>
</tbody>
</table>
| Live Package 2 – on site with the client| 10,120.00    (travel costs, accommodation etc.)
1. Access control: Verified by IVB-Online!

2. Usage data: www.ivw.de
1. **Data formats:**  
GIF, JPG max. 200 KB per file. HTML5 max. 5 MB per file.

The KB data quoted for each advertising format are maximum figures and are to be understood as total amount of all data which define the advertisement (including data to be reloaded, pictures etc.).

You will find the technical profile on our media center at www.henrich-mediacenter.de/fachportale/mediadaten.

2. **Delivery address:**  
Please send the advertising material of your campaign via email to: disp@verlag-henrich.de.

3. **Delivery deadline:**  
At least 5 working days prior to the beginning of the campaign.  
This additional lead-time enables us to test the formats and ensure a safe conduction of the campaign. We are therefore not liable for any delays caused by belated delivery.

4. **Technical support:**  
Telephone: +49 810 538 53-84  
online@verlag-henrich.de

Please provide the following meta-information at the time of delivery:  
– customer’s name  
– booking period  
– advertising format  
– contact person for queries  
– click URL  
– alt text (optional)

Reporting:  
All banner campaigns are conducted via the ad server system Oath Ad Platforms by Verizon Media. If desired, you receive an evaluation of the ad impressions and ad clicks.
1. Name: maschine+werkzeug Newsletter

2. Profile in brief: The weekly newsletter offers its readers current informations about the industry. It provides informations on current market issues and developments in engineering and management. The newsletter in this way provides a comprehensive stream of information to specialists and managers in the metal working industry.

3. Target group: Executive technical management and production managers in the metal machining and metal processing industry.

4. Frequency: twice a week; monday and thursday

5. Publisher: Henrich Publikationen GmbH
   Editorial staff: Manfred Flohr, Editor-in-chief
   Telephone: +49 810 538 53-59, manfred.flohr@verlag-henrich.de
   Media Sales: Cornelia H. Schnek, Head of Media Sales
   Telephone: +49 810 538 53-41, cornelia.schnek@verlag-henrich.de

6. Recipients: 4,616 (as of 07/29/2019)
### Prices/Types of advertisement – Part 1:

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Format/size in pixels</th>
<th>Price in €/dispatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Half Banner</td>
<td>234 x 60</td>
<td>265.00</td>
</tr>
<tr>
<td>Full Banner</td>
<td>468 x 60</td>
<td>420.00</td>
</tr>
<tr>
<td>Superbanner</td>
<td>728 x 90</td>
<td>595.00</td>
</tr>
<tr>
<td>Wide Skyscraper</td>
<td>160 x 600</td>
<td>670.00</td>
</tr>
<tr>
<td>Half Skyscraper</td>
<td>160 x 300</td>
<td>370.00</td>
</tr>
<tr>
<td>Rectangle</td>
<td>300 x 250</td>
<td>880.00</td>
</tr>
</tbody>
</table>

We recommend static image files. Flash files cannot be processed. Data volume up to 100 KB.

### Terms of payment and bank details:

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%. Postbank München, IBAN DE81 7001 0080 0915 0428 02, BIC PBNKDEFF

Tax no. 2645 223 73105, VAT ident no. DE 163 778 434
Prices/Types of advertisement – Part 2:

<table>
<thead>
<tr>
<th>Type of advertisement</th>
<th>Format/size in pixels</th>
<th>Price in €/dispatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Text Ad</td>
<td>1,500 characters + picture (1,000 x 563 px)</td>
<td>480.00</td>
</tr>
<tr>
<td>Video Ad</td>
<td>width 527, height flexible + 250 characters</td>
<td>660.00</td>
</tr>
</tbody>
</table>

We recommend static image files. Flash files cannot be processed. Data volume up to 100 KB.

Three text-ads/video-ads per newsletter maximum possible (sequence open)

Terms of payment and bank details:
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 %.
Postbank München, IBAN DE81 7001 0080 0915 0428 02, BIC PBNKDEFF
Tax no. 2645 223 73105, VAT ident no. DE 163 778 434
1. **Data formats:**
GIF, JPG, max. 100 KB per file

Bitmap resolution at 72 dpi. Please quote the links (for example internet address) when delivering the data!

The KB data quoted for each advertising format are maximum figures and are to be understood as total amount of all data which define the advertisement (including data to be reloaded, sniffer code, pictures etc.).

2. **Newsletter format:**
HTML

3. **Delivery address:**
Please send your advertising material to the following email address:
dispo@verlag-henrich.de.

4. **Delivery deadline:**
At least 5 working days prior to the beginning of the campaign. This additional lead-time enables us to test the formats and to ensure a safe conduction of the campaign. We are therefore not liable for any delays caused by belated delivery.

Please provide the following meta-informations at the time of delivery:
– customer’s name
– booking period
– advertising format
– contact person for queries
– click URL.

Reporting: If desired, you receive an evaluation of the ad clicks and the recipient figures including the opening rates of the newsletter.

5. **Technical support:**
Telephone: +49 810 538 53-84
online@verlag-henrich.de
Stand-alone-newsletter:

- Your stand-alone-newsletter in the look and feel of maschine+werkzeug.
- Make use of the positive image transfer of maschine+werkzeug – the premium title in the metal machining and metal processing industry.
- This advertising tool draws an extremely high level of attention and appears neutral.
- All articles are archived on www.maschinewerkzeug.de for 24 months.
- Content structure:
  - max. 6 articles with approx. 1,500 characters each
  - 1 product or image video
  - 1 x banner “Superbanner” (JPG)
  - 1 x banner “Wide Skyscraper” (JPG)
  - links.
- Text and images as well as the advertising material have to be provided by you.

Runtime of the campaign: one-time-only dispatch

Date of dispatch: individually upon agreement

Price: 2,310.00€
Exclusive-sponsoring-theme-newsletter:

- Newsletter on special topics
- “sponsored by” (e.g. “This newsletter is presented by your company“)
- Exclusive occupancy of the advertising spaces by your company
- Content structure:
  - newsletter with approx. 6-10 articles in the according subject area
  - 1 x “Superbanner” at the top
  - 1 x “Wide Skyscraper”
- Text and images as well as the advertising material have to be provided by you.

Runtime of the campaign: one-time-only dispatch
Date: individually upon agreement
Price: 1,300.00 €
Your direct line to our team:

Cornelia H. Schnek
Head of Media Sales
Telephone: +49 810 538 53-41
cornelia.schnek@verlag-henrich.de

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Editorial Staff
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gabriele.blank@verlag-henrich.de

Ursula Haider
Team Assistant
Media Sales
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ursula.haider@verlag-henrich.de

Jutta Ertl
Ad-Management
Telephone: +49 810 538 53-23
jutta.ertl@verlag-henrich.de

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Italy
Quaini Pubblicità
Via Meloria 7, 20148 Milano, Italy
Tel.: +39 02 3921-6180
Fax: +39 02 3921-702
info@quaini-pubblicita.it
www.quaini-pubblicita.it
Your contact person:
Graziella Quaini

Taiwan, China, Hong Kong
Worldwide Services Co., Ltd.
11F-B, No. 540, Sec. 1
Wen Hsin Road, Taichung 408, Taiwan
Tel.: +886 4 2325-1784
Fax: +886 4 2325-2967
www.acw.com.tw
global@acw.com.tw
Your contact person:
Robert Yu
§ 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 contract
1. An “advertising order” in terms of these General Terms and Conditions constitutes the contract concluded on the placement of advertising material or materials in information and communication services, especially the Internet, for distribution. Orders for advertisements may be submitted personally, by phone, letter, fax, or email, or online. The Publisher is not liable for transmission errors.
2. 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.
3. Advertising for goods or services from more than one advertising customer or other advertisers within a particular Advertising Year. Discounts for repeat orders are valid only during an Advertising Year. Unless agreed otherwise in writing within a given year (“Advertising Year”). Discounts for repeat orders are valid only during an Advertising 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 difference between the discount granted under the contract with respect to the stipulated total volume and the discount corresponding to the actual number of advertisements placed.
4. 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%.
5. 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 appearance 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.
6. 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.

§ 5 Positioning of advertising
1. Unless agreed otherwise, the advertisement is placed at the next available time. If several advertisements are booked in advance, same are, when in doubt, to be processed within one year following conclusion of contract. The publication the advertisement is, when in doubt, spread equally over the placement period.
2. The Publisher expressly reserves the right to make editorially related changes to the advertorial platforms, as well as the right to postpone publication dates when necessitated by such changes.
3. 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. Confirmations of positioning are only conditionally valid and may be changed for technical reasons. The Publisher cannot be made liable in such cases.

§ 6 Contract performance
1. Advertisement orders are to be carried out within one year following conclusion of contract, beginning with the appearance of the first advertisement.
2. The Customer is responsible for the timely delivery of flawless artwork that complies with the technical requirements specified by the Publisher. The Publisher promptly requests replacement for perceptibly unsuitable or damaged artwork. The Publisher guarantees the usual quality within the scope of possibilities afforded by the advertising material. If the Publisher stores the advertising material without being obliged to do so, the storage shall end after a period of maximum 3 months.
3. Should the advertising material not be generally recognizable as such by means of its layout and design, the Publisher is entitled to label advertising material accordingly.
4. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
5. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
6. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
7. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
8. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
9. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
Announcement of the publisher (§ 6, 7, 8, 9) and conditions for the placement of advertising material in electronic media.

7. The Customer guarantees and assures that he has obtained all the rights required for the placement of the advertising material. The Customer bears sole responsibility for the content and legal admissibility of the advertising material. If a breakdown of the ad server lasting no longer than 24 hours (cumulated or continuous) within a 30 day period, or incomplete and/or not actualized offerings located on so-called proxies (cache) or failure of a computer for the reason of a system-failure must be indemnified by the publisher against all claims by third parties occasioned by publication of the advertisement, including reasonable costs for legal counsel. The Publisher is not review whether an advertising 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.

8. The Customer assigns to the Publisher all rights required for the use of the advertisements in online media of all kinds, including Internet, necessary rights of use and neighboring rights and all other forms of copyright required, including but not limited to the rights of reproduction, dissemination, transfer, transmission, to make publicly accessible, for extraction from a database and retrieval, processing and restructuring, to the extent necessary in terms of time and content for the performance of the order. The rights cited above shall be granted unrestricted in all cases as to location and shall create the entitlement to publish the material in all known technical methods and in all known forms of online media.

9. 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 defects. The commission is due only where orders are brokered for third parties. It is paid only to advertising agencies by the Publisher, provided that the advertising agencies 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.

§ 7 Warranty against defects

1. Within the scope of foreseeable requirements, the Publisher guarantees best possible reproduction of the advertising material in line with the generally accepted technical standards. However, the customer understands that, in accordance with the current state of the art, it is impossible to entirely exclude any program errors. The warranty does not apply to immaterial errors. An immaterial error in the rendering of advertising material is especially given if caused by: (i) the application of an inappropriate soft- or hardware (e.g. inaccurate web browser) for rendering media-data or (ii) by disturbance of the communication-net of other providers or (iii) by inoperative and/or not automated offerings located on so-called proxies (cache) or (iv) by a breakdown of the ad server lasting no longer than 24 hours (cumulated or continuous) within a 30 day period after the beginning of the contractually agreed placement period. In case of a failure of the Ad Server for more than 10% of the booked time in the scope of a time-linked fixed booking, the customer is released from his payment obligation for the duration of the failure. Further claims are excluded.

2. If the reproduction quality of the advertising medium is insufficient and constitutes a considerable error, the customer has the right to a reduction of payment or a faultless replacement, but only to the degree that the advertising medium was affected. In case of impossibility or failure of the correction of performance the Customer shall have the option to either payment reduction or to rescind the contract. The entitlement to a supplementary performance is excluded if this should incur unreasonable costs for the Publisher.

3. If there are errors in the advertising medium document that are not obvious, the Customer shall have no right to claims if the resulting publication is insufficient. The same shall apply to errors in repeated placements of advertising material if the Customer fails to draw attention to them in good time before publication of the next placement.

4. Claims for apparent errors are to be asserted immediately by the Customer. If the Customer fails to follow the recommendations of the Publisher regarding the creation and transmission of digital advertising material, he shall have no claims in respect of faulty publication.

5. The Customer shall be liable for ensuring that transmitted data are free of computer viruses. The Publisher is entitled to delete files which are affected by computer virus without the Customer being able to derive any claims for compensation from this. The Publisher also reserves the right to assert claims for compensation should the computer viruses cause additional damage.

§ 8 Liability

1. The Publisher is liable for damages caused by wilful 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 wilful 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 wilful 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.

2. Where the performance of an advertising order cannot be effected for reasons that are not attributable to Publisher (e.g. due to software issues or for other technical reasons), in particular computer failure, force majeure, strike, statutory provisions, disruptions originating from the sphere of responsibility of third parties (e.g. other providers), network providers or service providers or for comparable reasons, the order shall be performed subsequently. The Publisher is still entitled to payment for an order that is carried out after the disruption has ceased, and within a time period reasonable for the customer. In such cases the agreed period of acceptance is prolonged accordingly, unless the customer can prove that a subsequent publication cannot serve the purpose of the advertisement. The claim for damages is precluded.

§ 9 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).

§ 10 Place of performance, place of jurisdiction

1. 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 of 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.

2. Amendments to the provisions of these General Terms and Conditions and waiver of the requirement of written/text form must be made in writing.

3. 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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