

## TERMS OF DIGITAL SUBSCRIPTION

### Scope of application

The recipient shall receive the digital issues of the International Journal of Fluid Power published by TuTech for personal use as PDF files. The recipient shall have the right to print out copies for his or her personal use.

### Term / First delivery

This Agreement shall commence once the first issue of the 7<sup>th</sup> year is published and shall be valid for an unlimited period.

### Delivery / Scope of delivery / Price

The above-mentioned issues of the International Journal of Fluid Power shall be delivered in electronic form (PDF files) via e-mail to an e-mail address chosen by the recipient. This will occur at the same time as the distribution of the hard copy paper version of the Journal. At present there are 3 issues per year.

Delivery will include the contents listed in the table of contents of the Journal (all papers, research centre, software, calendar and publications). Delivery shall be considered complete when the e-mail is sent.

### Supplementary delivery

TuTech will provide a one-off supplementary delivery of the files belonging to one issue up to a period of 6 months after the respective issue has been published. The supplementary delivery shall be made at the request of the recipient.

### Liability

TuTech will not be liable for damage or loss occurring to the recipient or a third party through the operation of the exchanges of e-mail or is indirectly related to such operation. This shall apply in particular to viruses, Trojan horses, etc., which might be spread through e-mails. TuTech uses virus and e-mail scanners in its own interest, but cannot rule out an infection despite current electronic signatures. Compensation for consequential losses is excluded.

TuTech does not assume any liability for the contents of the Journal or for damage or loss, caused by the application or implementation of the contents of the Journal.

The recipient shall bear the responsibility for ensuring that the information is not passed on to persons outside the scope of the Agreement. In the event of an infringement, the recipient shall be liable for a sum of € 20,000/case.

### Restrictions

The files, which are delivered, must not be altered. In particular, the disclaimer contained in the files must not be amended or removed. The files are distributed with activated protective settings as a precaution. [It is possible that the resolution of the graphics in the files may be reduced when they are printed.](#)

Any circumvention or approval for the circumvention of this protection by the recipient is not permitted and shall be subject to liquidated damages of € 20,000/case.

The Parties are aware that the contents of the PDF files might differ from the printed version of the Journal, as it might not be possible for all the corrections, which are

made at the pre-press stage, to be incorporated in the electronic version. These differences should however be limited to cosmetic corrections; nevertheless, in individual cases it might also affect the text flow and graphics.

TuTech does not assume any liability as to whether the PDF files fulfil the intended purpose of the user or whether it is compatible with the software employed by the latter.

### **Termination / Amendments**

This Agreement may be terminated by the recipient with a period of notice of 6 weeks from the end of the year. The recipient shall not be refunded any payments, which have already been made.

Should the number of issues per year change, this Agreement shall end and may need to be renegotiated.

### **Copyright**

TuTech shall retain full copyright of the Journal and its contents. The copyright of the individual articles/contents shall remain with the authors and is not subject to any influence by TuTech.

### **Applicable law / Language of contract**

Any legal relationships between the parties resulting from this Agreement shall be governed by the law of the Federal Republic of Germany.

This license agreement is drawn up in German and English. In the event of any contradictions, the German wording shall prevail.

### **Final provisions**

If one or more provisions of this Agreement are or becomes invalid for whatever reason, the validity of the other provisions shall remain unaffected. The contractual parties will immediately replace invalid provisions with new valid agreements, that come as close as possible to the original purpose of the Agreement.

### **Place of jurisdiction**

Insofar as is permitted by law, the place of jurisdiction for any disputes arising from this contractual relationship shall be Hamburg, Germany.