

Agreement on the Supply of Documents under the Automatic Full-text Document Delivery System

1. Offer

Fachinformationszentrum Karlsruhe (FIZ Karlsruhe) offers an Automatic Document Delivery Service. This service provides the customer with the possibility of ordering documents at FIZ Karlsruhe by electronic mail. After receipt of the order, the system will automatically search an appropriate document supplier and transmit the order to this supplier. The ordered document will be delivered in the requested form directly to the ordering person. At the end of the billing period, an invoice comprising all document deliveries carried out by the individual suppliers will be sent to the customer by FIZ Karlsruhe. FIZ Karlsruhe's Terms and Conditions for use of the Automatic Document Delivery Service as described overleaf are part of this offer.

2. Order

I hereby order access to the Automatic Document Delivery Service

on behalf of myself as participant:

Name and First Name
Location / Country

on behalf of the following users at their respective mailing addresses (specification of email address is absolutely necessary):

LoginId(s) is (are) to be entered under a new Account or under Account No.:

Name and First Name	<input type="checkbox"/> End User <input type="checkbox"/> Super User	Email
Name and First Name	<input type="checkbox"/> End User <input type="checkbox"/> Super User	Email
Name and First Name	<input type="checkbox"/> End-User <input type="checkbox"/> Super User	Email
Name and First Name	<input type="checkbox"/> End-User <input type="checkbox"/> Super User	Email

VAT-Number

2.1. Mailing Address for documents:

Name and First Name			
Name of Organization		Department	
Country Code and Post Code	Location	Number and Street / P.O. Box	
Telephone	Fax	Email	

2.2. Billing Address, if different from 2.1:

Name und First Name			
Name of Organization		Department	
Country Code and Post Code	Location	Number and Street / P.O. Box	
Telephone	Fax	Email	

at the Terms and Conditions for the Automatic Document Delivery Service as described overleaf. As far as I act on behalf of an organization, I assure that I am entitled to do so and I declare my consent to FIZ Karlsruhe's Terms and Conditions set out for the Automatic Document Delivery Service. I agree with the storage and processing of person-related data to be used for the customer record, for billing and delivery of documents as well as for statistical purposes.

Name of Organization on behalf of which access to the Automatic Document Delivery Service is requested		
Name and First Name of the Ordering Person	Date	Location

1. Services offered by FIZ Karlsruhe and its Partners

FIZ Karlsruhe provides an Automatic Document Delivery Service for its customers. The ordered documents will be mailed per fax or letter directly to the customer by the document supplier. A detailed description of this service is available via the WWW URL number under the respective „help“ text.

2. Agreement / Provision of Password(s)

Upon receipt of the customer order an agreement between FIZ Karlsruhe and the customer takes effect, and FIZ Karlsruhe will issue to the customer account number(s), password(s) and loginId(s) required for using the document delivery service.

3. Secrecy

It is the customer's responsibility to keep the password(s) secret. FIZ Karlsruhe is entitled to transmit customer-related data to the document supplier solely for the purposes of this agreement.

4. Copyright and Use Restrictions

- a) The documents delivered are copyrighted and use of them is restricted explicitly to the customer's own internal purposes. The customer is entitled to produce only individual photocopies from the documents supplied as hardcopies or electronic documents. The customer shall not transmit copies to third parties. Scanning of the documents delivered and any electronic use of them (i.e. electronic storage, for example for document analysis and for alteration, for establishment of a customer's database and/or transmission for internal or external purposes) is not permitted.
- b) The ISSN Register database set up for the document delivery service is copyrighted and may only be used for verifying the document orders.

5. Prices and Conditions of Payment

- a) Invoicing for all document deliveries is effected by and on behalf of FIZ Karlsruhe.
- b) For invoicing, the then-current prices plus VAT apply. Prices of the various delivery formats can be retrieved via the WWW URL number under the respective „help“ text.
- c) Invoices are payable without discount within thirty (30) days of invoice receipt.
- d) In case of delay of payment, FIZ Karlsruhe shall be entitled to charge interests in the amount of 6 per cent.

6. Confidentiality

FIZ Karlsruhe shall use its best efforts to keep strictly confidential the contents of the customer's orders. However, FIZ Karlsruhe may disclose details of these orders to document suppliers if it is necessary to do so to process the order.

7. Warranty and Liability

- a) In case of delay of delivery, FIZ Karlsruhe shall cooperate closely with the document supplier to make sure immediate delivery will be effected. If, thereafter, delivery of urgent orders has not been effected within 24 hours, and delivery of normal orders not within ten (10) days respectively, the customer shall not be charged for such orders. On request, the customer shall be credited or refunded if payment has already been effected. Warranty and liability going beyond the above-stated will not be assumed neither by FIZ Karlsruhe nor by the document supplier, especially in the case of conditions caused by force majeure.
- b) If erroneous delivery was made or no delivery at all due to failure by FIZ Karlsruhe or the document supplier respectively, the customer shall be indemnified by a free delivery. Warranty exceeding such credit, in particular with regard to the utility of the documents delivered as well as their completeness, accuracy, and up-to-dateness will not be assumed.
- c) If failure of delivery occurs because of erroneous data provided by the customer, the customer shall be charged with the service cost incurred by FIZ Karlsruhe as well as with the cost incurred for delivery of the documents. If delivery of documents cannot be effected because of incorrect data provided by the customer, FIZ Karlsruhe will charge the customer for the service cost incurred.

8. Duration and Termination of Agreement

- a) The agreement on the automatic document delivery service is concluded for an indefinite period. The agreement may be terminated by either party upon written notice to the other party within ninety (90) days prior to a month's end.
- b) Moreover, the agreement may be terminated by FIZ Karlsruhe without advance notice if the customer violates the agreement in a serious way.
- c) When termination becomes effective, the customer password/account number will be blocked. On request of the customer this can be done prior to the date of termination.
- d) After termination of the agreement the customer shall continue to observe the copyright terms pursuant to section 4. In case of termination in accordance with section 8. a), any remaining credits will be refunded to the customer.

9. Final Clauses

- a) The place of performance is the headquarters of FIZ Karlsruhe, both for the customer and FIZ Karlsruhe.
- b) If FIZ Karlsruhe's Terms and Conditions for the automatic document delivery service conflict with the customer's terms and conditions, those of FIZ Karlsruhe shall prevail.
- c) In case of disputes arising from this agreement, actions shall be brought before the court of jurisdiction at Karlsruhe, if the customer is a merchant entered in the commercial register as merchant, a legal person under public law, or a federal special fund under public law. This agreement for the automatic document delivery service shall be governed by the laws of the Federal Republic of Germany whereby the United Nations Convention on Contracts for the International Sale of Goods Law (UNCITRAL) is excluded.