

## **General Terms and Conditions**

The following contains *Library Services*' general terms and conditions (GTC) concerning the acquisition and payment of database licenses (as of October 1, 2009):

### **§ 1 Scope of Terms and Conditions**

The business relationship between *Library Services* and the purchaser shall be governed exclusively by the general terms and conditions (GTC) in effect at the time the purchaser placed its order as follows. Different conditions established by the purchaser will not be recognized by *Library Services*, unless *Library Services* gave explicit written consent to such conditions prior to the conclusion of the business contract.

### **§ 2 Registration**

Online registration with *Library Services* is required prior to obtaining access authorization. Upon successful registration the customer shall be granted access as a database user. This access may be revoked by *Library Services* at any time and without explanation. In such cases, *Library Services* reserves the right to suspend a customer's access.

### **§ 3 Conclusion of Contract and Invoice**

1. The contract shall be considered as concluded between the customer and *Library Services* upon placement of an order online. The customer shall receive confirmation of said order by *Library Services* via e-mail. Said e-mail shall contain all particulars of said order as well as the online invoice.
2. Any products and/or services not included in the confirmation sent via e-mail shall not be subject to the terms of the contract.
3. Due to the nature of the product offered, the customer shall forego its right to retract from the purchase once made.

### **§ 4 Renewal and Payment, Default**

The purchaser is to effect payment of the purchase price indicated on the invoice to the account likewise indicated on the invoice. Registration is completed upon said payment. Refunds are not available.

### **§ 5 Retention of License**

A license may only be granted on the condition that all outstanding payments be settled by the customer in their entirety.

## **§ 6 Delivery**

1. Unless alternative arrangements are made, confirmation shall be sent via e-mail to the address indicated by the purchaser.
2. If *Library Services*, in spite of its contractual obligation, fails to send access authorization within five (5) days, the customer reserves the right to withdraw from the purchase. In this case, the customer will be informed immediately that the product on order is not available and provided a full reimbursement.

## **§ 7 Warranty**

1. If the item of purchase is defective or a part is missing, the purchaser may demand rectification (remedy of the defect(s) or replacement). If *Library Services* is unable to rectify a significant defect, the purchaser may withdraw from the contract or demand compensation in the form of a reduction in price.
2. Unless otherwise stated below, further claims by the customer – of any legal nature whatsoever – are excluded. *Library Services* is not liable for damages, loss of sales, for any other pecuniary losses or damages to the PC of the customer. This also applies to personal liability of constitutionally appointed representatives, auxiliary persons or other vicarious agents.

## **§ 8 Data Protection**

Personal data is required for the sole purpose of authorizing access and settling payment; this information will not under any circumstances be passed on to a third party.

## **§ 9 Applicable Law**

The service provided by *Library Services* is exclusively governed by the laws of the Federal Republic of Germany under exclusion of German International Private Law and the UN Convention on the International Sale of Movable Goods.

## **§ 10 Place of Performance**

For customers of *Library Services* the place of performance and domicile of *Library Services* is Rehstraße 21, 65933 Frankfurt am Main, Germany.

## **§ 11 Place of Jurisdiction**

Provided the customer is a registered merchant, a corporate body under public law, a public fund asset, or does not have its general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes that arise during the course of a business transaction shall be Cologne.

*Library Services* is authorized to bring action against the customer at its principal place of business.