

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

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**	<input type="checkbox"/> Administrator***
E-mail			
Name and First Name	<input type="checkbox"/> End User *	<input type="checkbox"/> Super User**	<input type="checkbox"/> Administrator***
E-mail			
Name and First Name	<input type="checkbox"/> End User *	<input type="checkbox"/> Super User**	<input type="checkbox"/> Administrator***
E-mail			
Name and First Name	<input type="checkbox"/> End User *	<input type="checkbox"/> Super User**	<input type="checkbox"/> Administrator***
E-mail			
VAT-Number			

* Please check "End User" if you want to order documents via FIZ AutoDoc.
 ** Please check "Super User" if you want to supervise your end users' orders.
 *** Please check "Administrator" if you want to customize the FIZ AutoDoc interaction within your corporate environment.

2.1. Mailing Address for documents:

Name and First Name		
Name of Organisation	Department	
Country Code and Post Code	Location	Number and Street / P.O. Box
Telephone	Fax	E-mail

2.2. Billing Address, if different from 2.1:

Name and First Name		
Name of Organisation	Department	
Country Code and Post Code	Location	Number and Street / P.O. Box
Telephone	Fax	E-mail

I accept the Terms and Conditions for the Automatic Document Delivery Service as described overleaf.

As far as I act on behalf of an organisation, 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 Organisation on behalf of which access to the Automatic Document Delivery Service is requested	
Name and First Name of the Ordering Person	
Date/Place	Legally binding signature, stamp of organisation

FIZ Karlsruhe's Terms and Conditions for the Automatic Document Delivery Broker Service

1. Services offered by FIZ Karlsruhe and its Partners

FIZ Karlsruhe provides an Automatic Document Delivery Broker Service for its customers. The ordered documents will be sent by e-mail, fax or mail directly to the customer by the document supplier. For a detailed description of this service the information available on the FIZ AutoDoc Home Page at <http://autodoc.fiz-karlsruhe.de/>.

The purpose of the Automatic Document Delivery Broker Service is to forward the customer's ordering data to the document supplier who will then deliver the documents according to the customer's specifications. FIZ Karlsruhe does not have any influence on the topicality or completeness of the supplied documents, nor on their suitability for a specific purpose.

2. Agreement / Provision of Password(s)

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

3. Secrecy and Confidentiality

- a) It is the customer's responsibility to keep the password(s) secret.
- b) Within its area of responsibility, FIZ Karlsruhe will ensure that the customer's orders are treated confidentially. However, FIZ Karlsruhe shall be entitled to transmit customer-related data to the document supplier in as far as this is required for the purposes of this agreement.

4. Copyrights 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. 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. The customer shall not transmit any copies - made as outlined in phrase 2 - to any third party. If the customer is an information broker, however, he shall be entitled to use the full-texts to a certain extent, i.e. only in as far as this is required to fulfil his client's current order(s), and under the condition that he obligates his client to adhere to the above mentioned terms of usage.
- b) The ISSN Register database set up for the document delivery broker 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. Copyright fees are subject to the regulations applicable in the document supplier's country of residence. FIZ Karlsruhe does not assume any warranty that the invoiced fees are correct.
- b) For invoicing, the prices valid at the time the order is placed apply (see price list). Applicable VAT will be listed separately. Prices of the various delivery formats are available on the FIZ AutoDoc Home Page at <http://autodoc.fiz-karlsruhe.de/>. Price changes will be announced online.
- c) Invoices are payable without any discount and become due for payment within thirty (30) days from date of invoice.
- d) Default in payment arises when the customer fails to pay the due amount after receiving a reminder from FIZ Karlsruhe.

In the case that a Customer is in default of payment, FIZ Karlsruhe is entitled to charge a penal interest of 9%. If the Customer is a consumer, a penal interest of 6% is to be paid. If 60 days from the date of invoice no, or only partial payment of the due invoice amount has been made, FIZ Karlsruhe shall be entitled to block the customer's access authorization(s) for the document delivery broker service.

6. Liability for Material Defects and General Liability of FIZ Karlsruhe

- 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 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.
- 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 topicality 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 nevertheless charge the customer for the service costs incurred.
- d) FIZ Karlsruhe will only be liable for damage caused by willful intent or gross negligence attributable to FIZ Karlsruhe, its legal representatives or persons employed in performing its obligations, or damage resulting from breach of essential obligations of the contract. In such cases, FIZ Karlsruhe's liability is limited to damages caused as a typical and foreseeable consequence of the breach of contract. Liability for damages to life, body and health as well as liability according to the Product Liability Act remain unaffected. Neither FIZ Karlsruhe nor the document supplier will assume any warranty or liability for damages caused by force majeure.
- e) FIZ Karlsruhe disclaims any liability for damage incurred by the Customer as a consequence of improper use or loss of the customer's access authorization. In this context, FIZ Karlsruhe particularly warns of the risks involved in transmitting such information via the Internet, because the currently available security technologies or procedures cannot guarantee best security.
- f) The information contained in the help texts concerning information contents and functions is to illustrate the usage possibilities; it is not to be viewed as providing a legally binding assurance of certain characteristics of the service.

7. Duration and Termination of Agreement

- a) The agreement on the automatic document delivery broker 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. Notice of termination has to be given in writing or by e-mail.
- b) Moreover, FIZ Karlsruhe shall be entitled to terminate the agreement forthwith without notice if the customer commits a material breach of this agreement, in particular, if the customer fails to pay his invoices.
- c) When termination becomes effective, the customer's access authorization(s) 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 art. 4. In case of termination in accordance with art. 7, para. a), any remaining credits will be refunded to the customer.

8. 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 broker 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, a legal person under public law, or a federal special fund under public law. This agreement shall in all cases 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.

FIZ AutoDoc 文献複写料 ご請求先記入用紙

この度はFIZ AutoDocのIDを申請いただきまして、誠にありがとうございます。

発注されました文献の複写料のご請求書は月に1度まとめて弊協会からお送り申し上げますので、別添のFIZ AutoDoc Agreementの他、下記に日本語で送付先情報をご記入ください。ご記入いただきました英文のFIZ AutoDoc Agreementと本用紙は、PDFファイルまたはFAXにて以下の宛先にお送りくださいますようお願い申し上げます。なお、用紙を電子データにてご希望の場合は電子メールにてお送りすることも可能ですのでお申し付けください。

FIZ AutoDoc 文献複写サービスに関するお問い合わせについては、お気軽に弊協会までご連絡くださいますようお願い申し上げます。

化学情報協会 情報事業部 カスタマーグループ

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貴社名 _____

部署名 _____

ご氏名 _____

ご住所 〒 _____

電話番号 _____

FAX 番号 _____

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