



Order form for the AD 2000 Code on CD English Translations (1st January 2017)

I wish to order on the basis of the "General terms and conditions governing the sale of electronic data on CD-ROM" the following:

..... copies of the **AD 2000 Code on CD – English Translations** (Order no. 11778)

comprising all AD 2000 Merkblätter in English translation valid at the time of delivery (currently over 100 documents) at a price of EUR 1,415.13 EUR per copy (plus 19 % VAT and shipping costs).

The basic package is only available in combination with a subscription for updates. The prices of subsequent consignments depend on the number of documents newly issued at any time.

Permission to store AD Merkblätter in a company's internal network and to reproduce them within the company is subject to payment of an annual licence fee by the Licensee. The licence fee is dependent on the number and price of the AD Merkblätter and the number of workstations with potential authorized access (concurrent access). Should these parameters change, the Licensor can adjust the licence fee accordingly. The Licensee is obliged to inform the Licensor annually of the extent to which changes have occurred in the number of AD 2000 Merkblätter stored and the number of persons authorized to access the documents in the company's internal network.

The electronic AD 2000-Merkblätter are used as follows:

- on a standalone system (single workstation)
- in a network - number of workstations with authorized access (concurrent access), according to the following table:

Number of workstations	Annual licence fee	Tick here
1	2,500.98 EUR	
2 - 5	5,001.96 EUR	
6 - 10	10,003.92 EUR	
11 - 20	15,005.89 EUR	
21 - 50	20,007.85 EUR	

(All licence fees plus 7 % VAT. Valid from January 2017.)

Customer number _____

Company _____

Position/Dept. _____

Address _____

Phone/Fax _____

E-mail _____

I am aware that my subscription will remain in effect until the end of the calendar year. It will be tacitly renewed for a further period of one year unless notice of termination is given not less than three months prior to the end of the calendar year.

Place, date _____ Legally binding signature _____

General terms and conditions governing the sale of electronic data on CD-ROM

1. Supply

BV (referred to below as "the Supplier") supplies electronic data and the associated operating software on CD-ROM. Both data and operating software are protected by copyright, any abuse of which constitutes a criminal offence.

According to the terms of the Agreement, on conclusion of the Agreement and following reception of an initial delivery, the User will be sent consignments of the latest versions on CD-ROM as data are updated.

2. Availability and use at a single workstation

(1) The User may use the data and the operating software at a single workstation for in-house purposes.

(2) All publication, reproduction, processing and maintenance rights pertaining to the data and operating software remain with the Supplier.

3. Use in a multi-user system

The right of exploitation subsists only in combination with the operating software supplied with it. Over and above the use as in clause 2, the Customer is entitled, on payment of an additional charge, to use the data in an internal network. The network version provides the licence to input the data in a local in-house network. Any access to the data – whether in whole or in parts, is not permitted from other workstations connected or able to be connected to the network. Mobile workstations are treated as stationary workstations.

4. Copyright

(1) Data and operating software are protected by copyright. Apart from the making of a back-up copy, the reproduction of data and of operating software, in whatever form and on whatever scale, including their alteration, combination with, or inclusion in, other data collections, is absolutely prohibited.

(2) The development of works derived from the data and operating software is prohibited.

5. Warranty and liability

(1) A warranty cannot be given, at the current state of the art, that all data are correct and the operating software is free from faults. In particular, the Supplier gives no warranty either for the suitability of the operating software for the purpose intended by the User or for the compatibility of the operating software with other programmes.

(2) Should the CD-ROM supplied prove to be faulty, the Supplier will replace it within a period of twelve weeks after delivery. To this end, the User shall return all software and a copy of the invoice.

(3) Notification of faults within the meaning of clause 5 shall be given without delay, but not later than eight working days after delivery.

(4) Claims for damages by the User on whatever legal basis are excluded, in particular those arising from breaches of contract and unlawful acts.

This does not apply in cases where, for example, product liability law applies, in cases involving intent, gross

negligence or injury, where a warranty covers a particular aspect of the goods or where contractual obligations are breached. However, liability for breaching essential contractual obligations is limited to damage that can be reasonably predicted within the terms of the contract, provided there is no evidence of intent or gross negligence and no liability is accepted for injury or by virtue of a warranty covering a specific aspect of the goods. This shall not shift the burden of proof to the disadvantage of the User.

6. Liability and breach of contract

(1) The User is liable for all damage occurring as a result of a breach of the terms of copyright set out in this Agreement.

(2) If the User breaches any of the provisions set out in Clauses 2, 3, 4 or 5 of this Agreement, the right of use according to Clauses 2 and 3 is terminated. Notice of termination is not required.

7. Duration and termination of agreement

This Agreement becomes effective with the initial delivery. On conclusion of a subscription, the Agreement is renewed for a further period of one year unless notice of termination is given not less than three months prior to the end of the year.

8. Other provisions

(1) The conclusion of this contract, its termination and any changes to it shall take written form. In other respects, this Agreement shall be subject to German substantive law, excluding all references to other legal provisions or international agreements. The Hague Conventions relating to a uniform law on the international sale of goods and the UN Sales Convention do not apply.

(2) If any provision of this agreement should prove, at any time, to be invalid or unfeasible, the validity of the rest of the agreement shall remain unaffected. The parties to the agreement shall rather commit themselves in such cases to establish an effective or feasible provision which goes as far as possible towards matching the spirit and purpose of the provision requiring substitution.

(3) Tiergarten district court in Berlin is agreed as the court responsible for all disputes arising out of the contractual relationship. The Supplier is entitled to file an action at the principal office of the party to the agreement.

(4) Beuth Verlag GmbH does not participate in dispute settlement schemes involving consumer arbitration agencies.

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