



## Perinorm order form

(valid as of 1st January 2008)

I/we wish to order:

.....	annual subscription(s) to Perinorm (12 issues)	(Order no. 13409)
.....	annual subscription(s) to Perinorm International (12 issues)	(Order no. 14404)
.....	Perinorm export licence	(Order no. 13316)
.....	Perinorm complete export file (12 issues)	(Order no. 13316/006)

at a total price of EUR..... (plus 19 % VAT) acc. to the table on page 2.

The subscription remains effective for a minimum period of one year. In the first year, the price of the subscription will be calculated on a pro rata basis depending on the remaining calendar year. In the second and all succeeding years, the annual price will be calculated in January for the full calendar year.

Subscriptions will be renewed by tacit agreement for a further period of one year unless notice of termination is given not later than three months before their date of expiry. The subscription then terminates at the end of the same calendar year. The attached 'General terms and conditions for the lease of Perinorm' shall also be returned duly signed at the appropriate places as proof of their acceptance.

Subscription to the export licence is only possible in the same version (single-user or network version) as the Perinorm DVD. Exported data may only be used in company networks after leasing of the appropriate network versions of the export licence and Perinorm DVD. The price of an annual subscription for inland network versions with more than 20 locations will be given on request. Customers wishing to purchase the complete export file must be Perinorm subscribers in possession of an export licence. The export file corresponding to the customer's subscription will be supplied in ASCII format on an FTP server.

Customer no. \_\_\_\_\_

Company \_\_\_\_\_

Street \_\_\_\_\_

Postcode/City \_\_\_\_\_

Department \_\_\_\_\_

Contact person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Place and date

Legally binding signature

I am aware that this subscription takes effect as soon as the order is placed.

97893/January 2008

Your personal data are stored and automatically processed by us according to Section 28 of the German Federal Data Protection Act (BDSG). You can object at any time to the use of your data for purposes of advertising or for market or opinion research purposes.

## Price list

	Single workstation	Network	
Perinorm	EUR 2,122.00	local	EUR 3,713.50
		Inland 2 – 4 locations	EUR 5,305.00
		Inland 5 – 8 locations	EUR 6,366.00
		Inland 9 – 12 locations	EUR 7,427.00
		Inland 13 – 16 locations	EUR 8,488.00
		Inland 17 – 20 locations	EUR 9,549.00
		EU	Price on request
Perinorm International	EUR 2,587.00	worldwide	Price on request
		local	EUR 4,527.25
		Inland 2 – 4 locations	EUR 6,467.50
		Inland 5 – 8 locations	EUR 7,761.00
		Inland 9 – 12 locations	EUR 9,054.50
		Inland 13 – 16 locations	EUR 10,348.00
		Inland 17 – 20 locations	EUR 11,641.50
Export licence	EUR 1,112.00	EU	Price on request
		worldwide	Price on request
		local	EUR 1,946.00
		Inland 2 – 4 locations	EUR 2,780.00
		Inland 5 – 8 locations	EUR 3,336.00
		Inland 9 – 12 locations	EUR 3,892.00
		Inland 13 – 16 locations	EUR 4,448.00
Complete export file	EUR 780.00	Inland 17 – 20 locations	EUR 5,004.00
		EU	Price on request
		worldwide	Price on request

19 % VAT and forwarding costs will be added.

## General terms and conditions for the lease of Perinorm

(valid as of June 2002)

These general terms and conditions relate to Perinorm supplied by DIN Deutsches Institut für Normung e.V. (DIN), British Standards Institution (BSI) and Association Française de Normalisation (AFNOR). DIN, BSI, and AFNOR are hereinafter referred to as 'the Suppliers'. 'Perinorm DVDs' means Digital Versatile Discs containing inter alia the databases of DIN (DITR), BSI (Standardline) and AFNOR (Noriane).

'Leasing Agent' means any person, firm, company or body of persons, however and wherever constituted, duly authorized by the Suppliers to act in their name for the purpose of leasing out Perinorm, or the Suppliers themselves when they execute orders made to them by the Lessee directly. 'Lessee' means any person, firm, company or body of persons, however and wherever constituted, from whom the Leasing Agent receives an Order Form for the lease of Perinorm. 'Order Form' means the order form signed by the Lessee for the lease of Perinorm in the form of the document prepared by the Leasing Agent and entitled Order Form, and any amendment or subsequent variation thereof. 'Working days' means all weekdays other than Saturdays, Sundays and public holidays.

### 1. Validity

Provided they are not expressly varied in writing by an authorized representative of DIN, BSI or AFNOR, these general terms and conditions shall be deemed to be incorporated into all agreements made by the Leasing Agent for the lease of Perinorm and to supersede anything previously agreed between the Leasing Agent and the Lessee.

### 2. Availability

The Leasing Agent grants the Lessee subject to the payment of the leasing costs and for the period covered by the leasing agreement a non-exclusive, non-assignable right to use Perinorm. The supply of the said products exclusively for the personal use of the Lessee does not represent a sale, and the DVDs supplied in accordance with this agreement remain the property of the Suppliers.

### 3. Updating

The leasing agreement provides for the Lessee of Perinorm to receive an updated version of the DVD monthly. Under the terms of the lease, the Lessee is obliged to return the obsolete version of the DVD within ten (10) working days of receiving the updated version, the post office receipt being deemed evidence of prompt despatch. If the Lessee does not return the obsolete version of the DVD, the Leasing Agent is not obliged to supply subsequent updates. The Leasing Agent will then retain the total amount specified in the agreement and this will not be refunded.

### 4. Copyright

(1) Perinorm is protected by copyright. Unless otherwise agreed in writing between the Suppliers and the Lessee (e.g. by way of a network licence (see clause 17)), all reproduction of data, in whatever form, including their alteration, combination with, or inclusion in, other data collections, and the making available of data on networks (LANs, intranet) of the Lessee are prohibited.

2) The exporting of all or substantial parts of the data from Perinorm, in particular with a view to loading these onto the hard disk (in the case of single workstations), or the making available of the downloaded data, whether in their entirety or substantial parts, for use on network servers (i.e. export) is contrary to the intended use of Perinorm and is prohibited unless an export licence has been expressly agreed (see clause 18).

(3) Any use of Perinorm data as a source of data for external data collections or databases, or for data or information services produced from these on the Internet or in extranet applications is prohibited.  
Where there is an express wish on the part of the Lessee to use the data for the aforementioned purposes, this is only permitted subject to conclusion of a supplementary data export licensing agreement on the use of DITR's data services (see clause 18).

(4) The Lessee warrants:

- a) to use Perinorm for searching information and use the data thus obtained for the Lessee's personal use only, unless other uses have been authorized by the Suppliers in writing;
- b) to refrain from any other use, in particular from using Perinorm on networks of any form whatsoever or using all or substantial parts of the data from Perinorm as a data source for combination with other data collections, databases or retrieval systems (export) and from any attempt to make such data available to third parties in any form whatsoever, unless expressly authorized to do so in writing by the Suppliers (see clauses 17 and 18);
- c) not to transfer, duplicate, distribute, resell or disseminate without a licence on networks any data from Perinorm to or on behalf of third parties;
- d) not to use data from Perinorm to combine with any other information with the object of offering them without a licence online, on networks or in any other form;
- e) the accuracy of all information given to the Leasing Agent.

#### **5. Leasing agreements**

Applications for leasing agreements shall be made to the Suppliers or Leasing Agent using the Order Form referred to above. Before the agreement is concluded, the Leasing Agent has no obligations towards the applicant.

#### **6. Supply**

The Lessee is liable to the Leasing Agent for the payment of all costs, charges, and expenses incurred by the Leasing Agent in connection with the supply of DVDs, including all forwarding charges. Perinorm will be supplied by the Leasing Agent as and when available, but neither the Suppliers nor the Leasing Agent shall be liable in respect of any failure to meet any specified delivery date due to any cause outside the control of the Suppliers or Leasing Agent. The Lessee shall be responsible for and bear the risk of all loss or damage to Perinorm from the time that they leave or are despatched from the offices of the Leasing Agent.

#### **7. Restriction of access**

The Lessee undertakes not to access the data stored on a Perinorm DVD from more than one workstation per disc (single-user licence) unless access from more than one workstation per disc is expressly permitted by virtue of a network licence (see clause 17).

#### **8. Pricing**

The Leasing Agent reserves the right, on giving three months' notice to the Lessee, to increase the lease price of Perinorm and its variants.

#### **9. Limitation of liability**

The Lessee shall, within five (5) working days from the receipt of the DVD, notify the Leasing Agent in writing of any allegation of error, deficiency, etc. If the Lessee fails to give such notice, the DVDs shall be conclusively presumed to be in all respects in accordance with the agreement, and accordingly the Lessee shall be deemed to have accepted the lease and delivery of the DVDs. Neither the Suppliers nor the Leasing Agent makes any warranty express or implied that the Perinorm DVDs supplied are suitable for any particular purpose, nor that they are capable of performing any specific function, nor that they are correct or up-to-date. The Suppliers reserve the right to change specifications at any time without notice. Where communications are conducted orally between the parties, the Leasing Agent shall have no liability to the Lessee for any misunderstandings or misinterpretation, howsoever caused, which may arise in relation thereto. The Suppliers, the Leasing Agent and the Lessee shall be each relieved from liability for any loss, damage, injury or delay, wholly or partly caused, whether directly or indirectly, by circumstances beyond their reasonable control, which occurs and which they could not have taken reasonable steps as shall be appropriate in the circumstances to avoid. The Lessee shall inform the Leasing Agent if the Lessee becomes aware of any such event or matter, and vice versa.

#### **10. Rendering of accounts and payment**

The invoice amounts are, unless otherwise indicated on the invoices, due immediately and without deduction. Default of payment commences, without a demand for payment or other preconditions being required, at the latest 30 days after the due date of payment. Upon default, at least EUR 5 will be charged for requesting payment, in addition to interest at the standard bank rate. The Leasing Agent is entitled to submit claims to the Lessee for any additional costs he has provenly incurred. If the Lessee defaults on payment or if the Leasing Agent has reason to believe that the creditworthiness of the Lessee is at risk (in particular due to suspension of payments or insolvency), the Leasing Agent is entitled to hold back delivery or to demand prepayment.

11. The parties are agreed that this leasing agreement supersedes all previous arrangements and understandings, whether oral or written, regarding the lease of Perinorm, between the parties.

12. No waiver by the Leasing Agent of any right due to the Leasing Agent in consequence of a breach by the Lessee of any provision of this leasing agreement shall be considered a waiver of such a right in any subsequent breach of the same or any other provision.

13. If any provision of this leasing agreement is held by a court of law or another competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this agreement and the remainder of the provision declared invalid or unenforceable in whole or in part shall remain unaffected thereby.

14. Words in this agreement importing the plural meaning shall, where the context so admits, include the singular meaning and vice versa.

15. This leasing agreement shall be subject to the law of the country of the Leasing Agent. All disputes, differences or questions which arise or occur between the parties hereto with respect to the interpretation or execution of the general terms and conditions, shall be referred to and determined by the court of jurisdiction of the principle office of the Leasing Agent. The venue for Germany shall be Berlin.

16. In the course of business, the Suppliers and Leasing Agent use data processing equipment and store Lessee information where necessary for business purposes and within the scope permitted by the German Federal Data Protection Act. A data protection officer has been appointed. The Lessee agrees to the Leasing Agent storing and processing his data and making it available to businesses within the DIN Group for advertising purposes. The Lessee may withdraw his consent at any time for his data (name, title and address only) to be made available for advertising purposes. E-mail advertising may not be used without the express consent of the Lessee.

By signing below, the Lessee of Perinorm accepts the above **general terms and conditions**.

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(Date) (Legally binding signature)

**17. Special terms and conditions for the use of Perinorm on networks (network licence)**

(1) The Lessee agrees to pay the annual fee for the use of Perinorm at the agreed number of authorized workstations, as stated in the valid price list. The basis for the network licence is the statement relating to the use of the Perinorm DVD on networks and/or the export of data from the Perinorm DVD on networks.

(2) By completing and signing the statement relating to the use of Perinorm on networks, the Licensee confirms as correct his description of the actual network configuration in which Perinorm is to be used.

(3) By signing below, the Licensee accepts that the exporting of all or substantial parts of Perinorm, in particular with a view to making available the data on networks, is contrary to the intended use of Perinorm and is prohibited unless an export licence has been expressly agreed (see clause 18).

(4) The Licensee accepts, moreover, that the utilization of Perinorm data as a source of data for external data collections, databases or data or information services produced from these in the Internet or in extranet applications is absolutely prohibited.

(5) By signing below, the Licensee of the Perinorm network licence accepts the special terms and conditions for the use of Perinorm on networks (network licence).

By signing below, the Lessee of Perinorm accepts the above special terms and conditions with respect to the **network licence**.

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(Date) (Legally binding signature)

**18. Special terms and conditions for the export of data from Perinorm for individual workstations and networks**

(1) The Supplier authorizes the Licensee by virtue of this export licence to use the Perinorm DVD as a source of data for the export of data in parts or in their entirety for combination with other data collections, databases or in the licensee's own retrieval systems and, for this purpose and solely for the company's own use, to copy and store it at a single workstation or on the network system stated by the licensee (see clause 18), and disseminate it on the specified network. The passing on without a licence of data in any form to third parties is prohibited. Copyright subsists solely with the Supplier.

(2) In the Appendix 'Statement relating to the use of the Perinorm DVD on networks and/or the export of data from the Perinorm DVD on networks' the Licensee undertakes to declare the use to which he intends to put the export licence in his company, either at a single workstation or on the specified network system. This statement forms an integral part of, and is the basis of, the export licence and the fee for the use of Perinorm. By signing the Statement, the Licensee confirms that his description of the actual conditions is correct.

(3) The Licensee accepts, moreover, that the export and/or making available of the data copied from the Perinorm DVD onto unlicensed open Internet or extranet applications is absolutely prohibited.

(4) Any liability for breach of warranty for the data in data collections of the Licensee is excluded.

By signing below, the Lessee of Perinorm accepts the above special terms and conditions with respect to the **export licence**.

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(Date) (Legally binding signature)

## Statement relating to the use of the Perinorm DVD on networks and/or the export of data from the Perinorm DVD on networks

Users of Perinorm are requested to complete and sign the statement below. The information provided is for self-assessment purposes, obliging the user to establish, on the basis of the categories given below, the size of the network on which Perinorm is intended to be accessed, and, where applicable, downloaded or exported. It forms an integral part of, and is the basis of, the general conditions relating to Perinorm on networks. As this statement is valid for an initial period of 24 months, any envisaged changes in the system should be taken into account. If users' networks undergo substantial change, they are obliged to inform the Leasing Agent accordingly so that any necessary adjustment of the conditions underlying this agreement can be made.

### 1. General information about company

1.1 Type of business : \_\_\_\_\_

1.2 Size of company

- Small (less than 100 employees)
- Medium-sized (100 to 500 employees)
- Large (more than 500 employees)

### 2. Company network configuration

2.1 Criteria relevant for the network licence for the Perinorm DVD:

Number of clients for which Perinorm is to be installed and/or who are capable of viewing data exported from Perinorm

- Local, in-house: \_\_\_\_\_
- Inland: \_\_\_\_\_
- Regional (Europe): \_\_\_\_\_
- International (worldwide): \_\_\_\_\_

### 3. Countries and number of locations in each country where Perinorm is to be installed:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. This appendix is valid in conjunction with the General Terms and Conditions for the lease of the Perinorm DVD, in particular clauses 17 and 18. By signing below, the Licensee of the network licence and, where applicable, the export licence, warrants to have provided this information to the best of his or her knowledge and belief.

\_\_\_\_\_  
(Date) (Legally binding signature)