

## 1. Scope

- 1.1. These General Reproduction Conditions shall apply to all contracts of DIN German Institute for Standardization ("DIN") with customers on the reproduction of DIN Standards (in particular DIN, DIN ISO, DIN ISO IEC, DIN IEC, DIN EN, DIN EN ISO, DIN EN ISP, DIN SPEC or DIN ETS Standards, but not DIN Standards with VDE classification) or parts thereof, in particular for advertising literature, catalogues, offer lists, brochures, technical books, textbooks, trade journals, in-house purposes, forwarding to subsidiaries, course and seminar documents, information on goods orders, teaching purposes, examination templates or software products.
- 1.2. Any terms and conditions of the Customer shall only apply if and to the extent that DIN expressly agrees to such terms and conditions. This shall also apply if DIN performs services without reservation in the knowledge of the Customer's terms and conditions.
- 1.3. All services provided by DIN shall be rendered on the basis of these General Reproduction Conditions and the respective supplementary Special Reproduction Conditions (hereinafter collectively referred to as "Reproduction Conditions"). These Reproduction Conditions shall also apply as a framework agreement for future services in connection with the reproduction of DIN Standards or parts thereof between DIN and the Customer, without the need for further reference in individual cases.

## 2. Reproduction

- 2.1. DIN Standards are protected by copyright within the meaning of the *Urheberrechtsgesetz* (German Copyright Act). Without prejudice to the non-transferability of personal rights as laid down in that Act, DIN, as the body responsible for this joint work, exercises the rights transferred to it for the exclusive utilization and exploitation of that work. In order to carry out its standardization work, DIN relies on allowing reproductions of DIN Standards only in return for payment
- 2.2. DIN Standards may only be reproduced with the permission of DIN, and only for certain purposes and in certain formats. "Reproduction" is any utilization of a DIN Standard to duplicate its content in a readily or non-readily discernible form and regardless of the method used (e.g. photocopying, printing, microfilming, transcribing, scanning, data transfer, etc.). This shall also apply if only parts of a DIN Standard are reproduced (reproduction in extracts) or if there are only insignificant changes to the further copy. Insignificant changes are, for example, the addition of a company name, a company logo and/or a serial number or the omission or change of the outer frame. The translation of a DIN Standard is also a reproduction.
- 2.3. Permission to reproduce a DIN Standard in its entirety will not be granted until six months after the standard has been published.

## 3. Granting of the permission to reproduce (conclusion of the contract)

- 3.1. Permission to reproduce DIN Standards can be requested in writing from DIN Legal using the online form "Request for permission to reproduce DIN Standards".

3.2. DIN's offers are always subject to change. A contract shall only be concluded if DIN issues a permission to reproduce to the Customer in text form after receipt of the Customer's reproduction request.

3.3. Cost estimates are only binding if they are expressly designated as binding by DIN.

#### **4. Scope of the permission to reproduce (rights of use)**

4.1. DIN grants the Customer the non-exclusive, non-sublicensable and non-transferable right to reproduce and use the parts of DIN Standards designated in the permission to reproduce.

4.2. The permission to reproduce only extends to the number and types of reproductions specified in the permission to reproduce in each case. Each new reproduction requires a new permission.

4.3. Each reproduction shall indicate in an appropriate manner (for example, by means of a footnote) the following information:

- Number and date of issue of the reproduced DIN standard
- “Reproduced with the permission of, but without verification by DIN German Institute for Standardization. The version of the DIN Standard with the latest issue date, available from Beuth Verlag GmbH, [www.beuth.de](http://www.beuth.de), is authoritative for the application of the DIN Standard.”

4.4. Any reproduction may only be made using the Customer's own copy of the original version of a DIN Standard, which the Customer has lawfully acquired in printed (paper) or electronic (PDF) form. The purchase of the original version is possible via Beuth Verlag GmbH, [www.beuth.de](http://www.beuth.de).

4.5. The right to reproduce expressly does not include the right to reproduce DIN Standards publicly in intangible form, in particular the right to make them available to the public, e.g. through online services and the Internet, unless the permission to reproduce Special Reproduction Conditions expressly provide otherwise.

4.6. By granting permission to reproduce, DIN does not guarantee that the reproduction will reproduce the contents of the DIN Standard without distortion.

#### **5. Remuneration and terms of payment**

5.1. The remuneration and terms of payment set out in the permission to reproduce shall apply.

5.2. A fee for reproduction shall be paid to DIN in the amount of a percentage of the sales price of the respective duplicated DIN Standard per reproduction item; reproduction of excerpts (e.g. individual pages of a DIN Standard) shall be charged according to the extent of the reproduced extract. If the reproduced extract relates to a qualitatively significant part of the DIN Standard, DIN reserves the right to treat the reproduction as a complete reproduction of the DIN Standard.

5.3. The Customer shall automatically be in default of payment no later than 30 calendar days after the due date and receipt of the invoice, unless it is not responsible for the non-performance.

#### **6. Final provisions**

6.1. DIN reserves the right, in the event of changes in the legal situation, supreme court rulings or market conditions,

to change the Reproduction Conditions at any time, provided that this amendment does not lead to a redesign of the contractual structure. The Customer shall be notified of the amended reproduction conditions at least two (2) weeks before they come into force. The amended reproduction conditions shall be deemed to have been approved by the Customer if the Customer does not object to them in writing within two (2) weeks of notification. The Customer shall specifically draw the Customer's attention to this deadline and the consequence of missing the deadline when announcing the changes.

- 6.2. The Reproduction Conditions and the contracts are subject to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The courts with jurisdiction at DIN's registered office shall have exclusive jurisdiction over all disputes concerning rights and obligations arising from the Reproduction Conditions and the contracts, including their validity. However, DIN shall be entitled to sue the Customer at its general place of jurisdiction.
- 6.3. The Customer is not entitled to assign rights or claims arising from the contracts to third parties without DIN's prior written consent.
- 6.4. Amendments and supplements to the Reproduction Conditions must be made in writing to be effective. This also applies to this written form requirement.
- 6.5. The invalidity or unenforceability of one or more provisions of the Reproduction Conditions shall not affect the validity of the remaining provisions of the Reproduction Conditions. The same shall apply in the event that the Reproduction Conditions do not contain a provision which is necessary in itself. The parties shall replace the invalid or unenforceable provision with the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid or unenforceable provision. If the Reproduction Conditions are incomplete, the parties shall enter into an agreement with the content to which they would have agreed in terms of the Reproduction Conditions if the regulatory gap had been known at the time of conclusion of the contract.