

Order form

Perinorm

Current as of 1 January 2019

Product selection

I/We would like to order the following:

- Annual subscription(s) to Perinorm International intranet licence
- Annual subscription(s) to Perinorm International online
- Export licence
- REST service
- Instant purchase
- Statistics tool

At a total annual price of EUR _____ (excl. 19 % VAT) acc. to the price list

Acc. to the quotation from _____

Quotation no.: _____

Statement relating to the use of Perinorm in the Intranet and/or the export of data from Perinorm in the Intranet

This self-declaration by the Licensee serves to determine the classification in the network scale for the operation of Perinorm in the Intranet and, where applicable, also to determine the corresponding level for the export of data from Perinorm in the Intranet. It forms an integral part of, and is the basis of, the general terms and conditions relating to Perinorm in Intranet systems. 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' network systems/Intranet undergo any substantial changes, they are obliged to inform the Leasing Agent accordingly that that any necessary adjustment of the underlying conditions of the agreement can be made.

General information about company

Type of business: _____

Company size:

- up to 9 employees
- 10 to 49 employees
- 50 to 249 employees
- 250 to 499 employees
- 500 to 999 employees
- 1,000 to 4,999 employees
- more than 5,000 employees

Company Intranet configuration

In order to establish which Perinorm intranet licence you need:

Number of people requiring access with whom Perinorm will be installed and/or who can view exported Perinorm data:

- on the local in-house network: _____
- regionally (Europe): _____
- nationally: _____
- internationally (worldwide): _____

Please list all countries (and the number of locations within each country) where Perinorm will be installed:

Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____
Country: _____	Number of locations: _____

This statement is valid in conjunction with the General Terms and Conditions for the lease of Perinorm, in particular clauses 18 and 19. By signing below, the Licensee of the company or Intranet licence and, where applicable, the export licence, warrants to have provided this information to the best of his/her knowledge and belief.

General Terms and Conditions for Perinorm

Current as of February 2011

These General Terms and Conditions relate to the Perinorm product supplied by DIN Deutsches Institut für Normung e. V. (DIN), British Standards Institution (BSI) and Association Française de Normalisation (AFNOR). Beuth Verlag is producing and distributing Perinorm on behalf of DIN. DIN, BSI, and AFNOR are hereinafter referred to as 'the Product owners'. 'Perinorm' is a database including standards management software containing inter alia the databases of DIN, BSI and AFNOR.

'Supplier' means any person, firm, company or body of persons, however and wherever constituted, duly authorized by the Product owners to act in their name for the purpose of offering Perinorm to customers, or the Product owners themselves when they execute orders made to them by the User directly. 'User' means any person, firm, company or body of persons, however and wherever constituted, from whom the Supplier receives an Order Form for Perinorm. 'Working days' means all weekdays other than Saturdays, Sundays and public holidays.

1. Validity and minimum subscription period

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 Supplier for the lease of Perinorm and to supersede anything previously agreed between the Supplier and the User. 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.

2. Availability

The Supplier grants the User subject to the payment of the subscription costs and for the period covered by the subscription agreement a non-exclusive, non-assignable right to use Perinorm. The supply of the said products exclusively for the personal use of the User does not represent a sale, and any DVDs supplied in accordance with this agreement remain the property of the Product owners.

3. Updating

The leasing agreement provides for the User of Perinorm to receive an updated version of the DVD monthly or to access a monthly updated online version. Old DVDs cannot be used any more after a period of 3 months.

4. Copyright

1. Perinorm is protected by copyright. Unless otherwise agreed in writing between the Product owners and the User (e. g. by way of a network or export licence [see clauses 18 and 19], 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 User 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 19).
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 User 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 19).

4. The User warrants:

- a. to use Perinorm for searching information and use the data thus obtained for the User's personal use only, unless other uses have been authorized by the Product owners 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 Product owners (see clauses 18 and 19);
- 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 Supplier.

5. User agreements

Applications for user agreements shall be made to the Product owners or Supplier using the Order Form referred to above or the registration form for Perinorm online. Before the agreement is concluded, the Supplier has no obligations towards the applicant.

6. Supply of DVDs

The User is liable to the Supplier for the payment of all costs, charges, and expenses incurred by the Supplier in connection with the supply of DVDs, including all forwarding charges. Perinorm will be supplied by the Supplier as and when available, but neither the Product owners nor the Supplier shall be liable in respect of any failure to meet any specified delivery date due to any cause outside the control of the Product owners or Supplier. The User 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 Supplier.

7. Conditions for online access

The point of data transfer is the point of connection of Beuth Verlag's server to the Telekom data line. The responsibility of Beuth Verlag for data transmission terminates at this point. Access to all data is provided via the HTTP Internet protocol. Beuth Verlag will provide the version appropriate to the current system capability and configuration. The user is responsible for satisfying, at his own expense and risk, the system and configuration requirements for using the online service.

8. Restriction of access

The User undertakes not to access Perinorm from more than one workstation (single-user licence) unless access from more than one workstation is expressly permitted by virtue of a network licence [see clause 18].

9. Pricing

The Supplier reserves the right, on giving three months' notice to the User, to increase the price of Perinorm and its variants.

10. Limitation of liability

The User shall, within five (5) working days from the receipt of the DVD or update of the online version, notify the Supplier in writing of any allegation of error, deficiency, etc. If the User fails to give such notice, the DVDs or online version shall be conclusively presumed to be in all respects in accordance with the agreement, and accordingly the User shall be deemed to have accepted the delivery of the DVDs or the online version. Neither the Product owners nor the Supplier makes any warranty express or implied that the Perinorm DVDs or the online version 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 Product owners reserve the right to change specifications at any time without notice. Where communications are conducted orally between the parties, the Supplier shall have no liability to the User for any misunderstandings or misinterpretation, howsoever caused, which may arise in relation thereto. The Product owners, the Supplier and the User 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 User shall inform the Supplier if the User becomes aware of any such event or matter, and vice versa.

11. 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 Supplier is entitled to submit claims to the User for any additional costs he has provenly incurred. If the User defaults on payment or if the Supplier has reason to believe that the creditworthiness of the User is at risk (in particular due to suspension of payments or insolvency), the Supplier is entitled to hold back delivery or de-activate the user's access to the online version or to demand prepayment.

12. The parties are agreed that this agreement supersedes all previous arrangements and understandings, whether oral or written, regarding Perinorm, between the parties.
13. No waiver by the Supplier of any right due to the Supplier in consequence of a breach by the User of any provision of this agreement shall be considered a waiver of such a right in any subsequent breach of the same or any other provision.
14. If any provision of this 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
15. Words in this agreement importing the plural meaning shall, where the context so admits, include the singular meaning and vice versa.
16. This agreement shall be subject to the law of the country of the Supplier. 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 Supplier. The venue for Germany shall be Berlin. Beuth Verlag GmbH does not participate in dispute settlement schemes involving consumer arbitration agencies.
17. In the course of business, the Product owners and Supplier use data processing equipment and store User 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 User agrees to the Supplier storing and processing his data and making it available to businesses within the DIN Group for advertising purposes. The User 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 User.

18. Special Terms and Conditions for the use of Perinorm on networks (network licence)

1. The User 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 on networks and/or the export of data from Perinorm on networks.
2. By completing and signing a statement relating to the use of Perinorm on networks, the Licencee confirms as correct his description of the actual network configuration in which Perinorm is to be used.
3. By signing, the Licencee 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 19).
4. The Licencee 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, the Licencee of the Perinorm network licence accepts the special Terms and Conditions for the use of Perinorm on networks (network licence).

19. 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 Perinorm 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 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 Perinorm 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.

General terms and conditions

By signing below, the Lessee of Perinorm accepts the above General Terms and Conditions for the lease of Perinorm and if applicable, the special terms and conditions for the use of Perinorm in the Intranet and/or the special terms and conditions for the export of data from Perinorm.

The subscription period will run until the end of the calendar year as a minimum. In the first year of usage the annual user fee will be calculated on a pro rata basis for the remainder of the calendar year. In the second year of usage and in all following years the annual user fee will be calculated in January for the full calendar year. The subscription will be renewed for a further year unless cancelled three months before the end of the calendar year or renewal period.

Customer data

Beuth Customer no: K _____

Name of company _____

Contact person/Department _____

Street _____

Postcode, City, Country _____

Phone _____

Email _____

Place, date

Legally binding signature

Your personal data is used for the processing of your orders. They will also be used to inform you of further offers from the DIN Group that may be of interest to you – you can revoke the use of your data for this purpose at any time. For more information on your right of revocation and data privacy, go to www.beuth.de/en/privacystatement

Simply fill out this form and return it to us:

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