

General Terms and Conditions

1. Scope of application

The business relations between the National and university library of Slovenia (hereinafter [NUK]) and the Customer in connection with the ordering of an eBook on Demand shall be governed exclusively by the General Terms and Conditions set forth herein below, in the version applicable at the time of placing the order. Deviating provisions of the Customer are not recognized by [NUK] as a matter of principle, except in cases where [NUK] has expressly consented to their application in writing.

2. Entry into a contract

The order placed by the Customer constitutes an offer to [NUK] to enter into a contract. If the Customer places an order with [NUK], [NUK] will send the Customer an e-mail message acknowledging receipt of his/her order by [NUK] and stating the particulars thereof (acknowledgment of receipt).

Such acknowledgment of the receipt does not constitute acceptance of the offer by [NUK] but informs the Customer that his/her order has been received by [NUK]. A contract is not brought about unless and until [NUK] confirms to the Customer by e-mail that [NUK] can send the ordered eBook. Such confirmation depends, among other things, on the availability of the book and on the physical condition of the book being such as to permit digitisation, and on no copyrights/exclusive rights to use the work being infringed.

The Customer will be notified within a reasonable time period if digitisation is impossible.

In cases where the price for digitisation has yet to be established, [NUK] will draw up a cost estimate. Such cost estimate is non-binding and free of charge.

The placing of orders by minors is subject to the consent of the statutory representative. Otherwise, the contract will not be brought about.

3. Conditions of use / Ban on passing on to third parties

Unless agreed otherwise, the Customer is granted the right to use the delivered products for his/her own purposes on any hardware to be provided by the Customer. All uses in excess thereof are subject to separate written agreement. The Customer is only entitled to use the products within the scope of these General Terms and Conditions. He/She is not entitled to make products available to third parties, whether for consideration or free of charge.

4. Exclusion of withdrawal

Delivery of eBook by download:

Upon sending the download link to the e-mail address designated by the Customer, the digital book will be deemed to have been delivered. [NUK] will keep the link available for download for 60 days.

Note: The possibility of withdrawal is excluded, as the eBook delivered by [NUK] is not suitable for return on account of its nature.

Delivery of eBook by CD-ROM or DVD

The DVDs and CD-ROMs are delivered unsealed, and in such cases it is therefore also not possible to withdraw from the order.

5. Delivery / Prepayment

[NUK] will only make delivery after the Customer has paid for the eBook and the payment has been received by [NUK].

The delivery of the eBook by download takes place in that a link for download is provided to the Customer, to the e-mail address designated by him/her. Such link will be available for 60 days.

If an order is placed for a CD-ROM or DVD, delivery will be made to the delivery address designated when placing the order.

[NUK] will endeavour to make delivery to the Customer within 14 days; however, such time limit is non-binding unless in exceptional cases the delivery date has been promised in a binding manner.

If [NUK], without any fault on its part, is unable to deliver the ordered eBooks, for example because the respective other party to a contract entered into by [NUK] fails to discharge its obligations under such contract, [NUK] will be entitled *vis-à-vis* the Customer to terminate the contract. In such case, the Customer will be promptly informed that the ordered product cannot be delivered. The statutory claims of the Customer remain unaffected.

6. Due date and payment, default

The amount of the invoice is due after it has been confirmed that the ordered eBook can be sent to the Customer.

The Customer can pay either

- by invoice or
- by credit card or direct debiting procedure

Note: [NUK] will only proceed to delivery after the amount of the invoice has been received by it.

If the Customer is in default with payment, [NUK] is entitled to charge default interest in the amount of 5% above the basic interest rate published by the European Central Bank *p.a.* The right to claim any damage in excess thereof remains unaffected thereby.

7. Set-off

The Customer shall only have a right to set-off if his/her counterclaims have been determined by a decision which has become final and absolute or are not contested by [NUK], and also in case of insolvency of [NUK] or with respect to counterclaims which have a legal connection with the liability of the Customer.

8. Liability for defects

If the work delivered is defective, the statutory provisions apply. The assignment of any warranty claims that the Customer may have is excluded.

Further claims of the Customer, on whatever legal grounds, are excluded. The liability for damage other than damage to the object of delivery is excluded.

The above limitation of liability shall not apply to the extent that the cause of damage is due to intent or gross negligence, or in case of bodily injury. Furthermore, it shall not apply if the Customer asserts claims which are regulated by law.

If the subsequent performance has been effected by means of substitute delivery, the Customer is obligated to return to [NUK] within 30 days the originally delivered article (DVD,

CD-ROM) at the expense of [NUK]. The return of the defective article must be effected in accordance with the statutory provisions. [NUK] reserves the right to assert damages on the conditions stipulated by law.

The limitation period is two years, calculated from delivery.

Note: With respect to the products, [NUK] does not warrant or assume liability that the products will conform to specific expectations of the Customer or that a specific goal pursued by the Customer will be achieved by him/her by means of the products. Automatic text recognition (OCR) in particular cannot be fully guaranteed and depends on the individual book that is being digitised (type font, language, age of the book).

A temporary suspension of services, e.g., of the download link or the tracing page, that arises from force majeure, from operational breakdowns or from circumstances which are not foreseeable from an engineering point of view, does not give rise to a liability of [NUK].

9. Declaration of consent to customer survey

The Customer agrees that he/she will be available for customer surveys concerning the service in connection with promoting the EU project Digitisation on Demand, unless he/she declines to do so at the time the data are being collected (registration). The Customer has the option to refuse electronic mail dispatched to him/her in this connection at each transmission without any costs and without any problems. [NUK] will point out this possibility of revocation whenever it sends the Customer something.

10. The subsequent use of materials on the “Digital library of Slovenia” portal

The user is hereby notified that the eBooks, ordered via EOD will also be available on the “Digital library of Slovenia portal”.

11. Applicable law

[Slovenian] law shall apply; the application of the UN Sales Convention is excluded.

12. Jurisdiction

The place of jurisdiction is the seat of [NUK].

Last updated: January 11, 2007