

Terms and Conditions

A. Use of MendelOnline Web Portal within a Geographical Licence

The following Terms and Conditions apply to the use of the MendelOnline online portal of Mendel Verlag GmbH & Co. KG (hereinafter referred to as "Mendel") by customers of [Contracting Authority].

1. Companies with User Access and User Authorisation Rights, Duties of the User

1.1 An authorised user ("User") is any company with its registered office in [Country] provided it accesses the MendelOnline portal ("Database") from [Country]. Furthermore, the term "User" includes all company employees. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. In duly justified exceptional cases, Mendel may also allow the Database to be accessed in a specific case from places outside of [Country].

1.2 Before using the Database, the User must first register and provide the requested data in full and correctly. Mendel will send the User an e-mail containing a registration link. The e-mail address of a company must be used for registration. An e-mail address from a free web mail provider (e.g. gmx, hotmail etc.) cannot be used for registration.

1.3 If any of the information which the User provided during registration changes, he must enter the changes in his customer account.

1.4 Furthermore, the User must ensure that his User ID and password are kept secret. Without prior consent, the User is not permitted to enable third parties to directly or indirectly use Mendel's services. If the User becomes aware of the unauthorised use of the services by a third party, he must inform Mendel of this through [defined e-mail address] without delay.

1.5 The User must comply with general data security measures when using the Database. Furthermore, the User must not use the Database in an improper manner, in particular he must not use automated means, for example, robots or scripts to access the services.

1.6 If the User breaches any of his obligations under sections 1.3, 1.4 or 1.5, Mendel will be entitled to block his access to the Database immediately.

2. License

2.1 Pursuant to the provisions below, the User will receive a non-exclusive, non-transferable and non-sub-licensable license to use the modules subscribed by [Contracting Authority], "Nomenclature", "Customs Tariffs", "Import Formalities" and "Rules of Origin" for the Free Trade Agreements entered into by [Country] (hereinafter "Licensed Products") in the Database.

2.2 The license is restricted to the subscribed [Contracting Authority] modules pursuant to section 2.1 and limited to the duration of the license agreement between Mendel and [Contracting Authority].

2.3 The User's license only permits him to access the Database from [Country] (cf. 1.1).

2.4 The Database is protected under copyright law. The User is not permitted to remove or alter marks, company logos or other signs or proprietary notices belonging to Mendel or to remove or alter copyright notices or other identifying features, be they in electronic or print form. Mendel expressly reserves all rights in marks, company logos and other signs that belong to it.

2.5 The license permits the User to carry out research and read content and to save a document once on his computer as well as to print the document once. The User requires Mendel's written consent in order to make further copies or otherwise use documents or other elements of the Database, unless this amounts to an one-off copying or other use of a non-essential element of the Database and the copying or other use are not systematic in terms of nature and scope. Systematic or automated downloading of documents, the systematic making of collections of downloaded documents as well as the systematic transmission of documents to third parties or systematically publishing them are prohibited.

2.6 No time limit applies to the User's session when accessing the service from any workstation. An authorised User cannot use his User ID and password to login to the Database more than once at any time. If he attempts to log in again with another browser or device, the previous session will be automatically terminated.

3. Warranty and Liability

3.1 Mendel accepts no warranty or liability for the substantive correctness, completeness or usefulness of the data retrieved from the Database.

3.2 Mendel will duly use the technical facilities available to ensure continuous access to the portal. Mendel may interrupt the operation of the portal in order to eliminate malfunctions or to perform maintenance; it will, however, seek to keep such interruptions to a minimum.

3.3 The User will notify Mendel of any recognisable interruptions to the service without delay and will send an e-mail to [address]@mendel-online.com giving details of the problem. The User will take all reasonable measures to enable the cause of the interruption to be identified and to minimise its impact. Where the User alleges a failure of the service that was caused by administrative deficiencies within his control and he should have recognised such deficiencies, he will be obliged to reimburse Mendel for the expenses that it incurs in determining the cause of the failure at its normal hourly rates.

3.4 The Database can be reached through the usual Internet networks. Access to the Database from other networks which are not operated by Mendel depends on the services of third parties over which Mendel has no influence. Accordingly, Mendel accepts no warranty or liability for access to the Database from networks operated by third parties.

3.5 If Mendel is contractually or legally bound to pay damages or to reimburse expenses, it will only be liable to the extent that it or its senior executives or vicarious agents are guilty of intentional wrongdoing or gross negligence or cause injury to life, limb or health. Its liability will be limited to the intentional or negligent breach of material contractual obligations (i.e. those which the contract, in view of its purpose and content, seeks to impose on the obligor and whose fulfillment is of the very essence for the proper implementation of the contract and, upon whose fulfillment, the obligee

regularly relies and may rely). Mendel's liability will, however, be limited to the usual damage foreseeable in connection with contracts of this kind except in the cases mentioned in sentence 1 of this subsection.

4. Intellectual Property Rights of Third Parties

4.1 Mendel warrants that the use of the Database will not infringe the industrial property rights or copyrights of third parties. Mendel will defend the User against any such infringement claims resulting from the use of the Database. Mendel will assume in this connection any costs or damages awarded by a court if the User notifies Mendel of any such claims in writing without delay, does not acknowledge the alleged infringement and either allows Mendel to defend against such allegations (including conclude out-of-court settlements), or only defends such allegations in agreement with Mendel.

4.2 If the User ceases to use the Database in order to mitigate damage or for other important reasons, it will be obliged to inform the third party that the discontinuation of use does not constitute acknowledgment of the alleged intellectual property infringement.

4.3 If claims pursuant to subsection 1 are to be expected or have been asserted, Mendel may also alter or replace the Database. If this cannot be achieved with reasonable effort, Mendel will be entitled to prohibit the User from continuing to use the Database and to discontinue its services in this respect.

5. Miscellaneous

5.1 The courts at the place where Mendel has its registered office will – to the extent permitted by law – have jurisdiction in respect of any disputes arising out of or in connection with this contractual relationship. Mendel will also be entitled to bring action against the User before the courts at the User's registered office.

5.2 The law of the Federal Republic of Germany applies to all claims arising under this contract. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Current: July 2020

Important Notice

The English translation of these Terms and Conditions of Use is for informational purposes and is not legally binding. Only the German version, which can be requested from Mendel, is authoritative.

B. Use of MendelOnline Web API within a Geographical Licence

End user terms and conditions do conform with the above given ones, actual use of the data for other purposes by the contracting authority needs to be agreed separately.

C. Use of MendelOnline Data Content within a Geographical Licence

End user terms and conditions do conform with the above given ones, actual use of the data for other purposes by the contracting authority needs to be agreed separately.

D. Use of MendelCustleg within a Corporate or a Geographical Licence

End user terms and conditions do basically conform to the above given ones.

E. Use of Data Content beyond MendelOnline within a Geographical Licence

End user terms and conditions do conform with the above given ones, actual use of the data for other purposes by the contracting authority needs to be agreed separately.

F. Use of MendelConsult Services

End user terms and conditions do basically conform to the above given ones.