

Business Terms and Conditions of ESRO GmbH

Revised: October 2021

1 Scope

- 1.1 These business terms and conditions apply to the purchase of contracts concluded through the website of www.esro-europe.eu and all subdomains (hereinafter referred to as "Website") or through related e-mail communication, and to all related services provided by ESRO GmbH,
- 1.2 Any user of the website or buyer of services shall be referred to as "Customer" throughout these terms and conditions.
- 1.3 Any business terms by the Customer which diverge from these terms and conditions shall not apply, unless expressly confirmed by ESRO in written form.

2 Offering of ESRO

- 2.1 ESRO offers scientific publication, Conferences, and editorial services, which can be ordered by the Customer through the Website.

3 Ordering and Purchasing of Services from ESRO

- 3.1 To order a publication service through the Website, the Customer must first register with the Website.
- 3.2 The requirements for registering with the Website are that the Customer is of full age and has full legal capacity.
- 3.3 The Customer asks for contracting publication and editorial services with ESRO the moment she/he submits an original scientific article ("Article") for evaluation through peer-review and possible publication by ESRO.
- 3.4 The Customer is asked to confirm by e-mail the acceptance of publication fee. should the Article be accepted for publication after the evaluation.
- 3.5 When purchasing services from ESRO, the Customer has the following cancellation right: The Customer can withdraw her/his Article and cancel the declared intention to conclude the contract anytime during the evaluation of the Article, unless the Article has been accepted for publication by ESRO, but at least for a period of 14 days. Any benefits or interests received by the Customer up to the cancellation have to be restituted to ESRO. Any service prices paid before the cancellation will be refunded to the Customer minus the payment transfer charges.
- 3.6 When offering services to the Customer, ESRO has the following cancellation right: ESRO may turn down or reject the Article anytime without specifying any reason and thus cancel the conclusion of the contract. After the cancellation through ESRO, both parties are freed from any previous commitments of these terms and conditions. The customer shall be fully refunded if any service fees were already paid before the cancellation of the contract, with the exception of English editing charges.
- 3.7 In case a customer pays more than invoiced by ESRO, any bank or transaction charges will be deduced from a partial refund of the overpaid amount.
- 3.8 Once an article is published, ESRO will refund authors in exceptional circumstances only and a decision will be made on a case-by-case basis.

4 Prices, Terms of Payment

- 4.1 Prices are stated at the invoice. The applicable price for the publication service regarding an accepted Article is based on the date of the original submission of the Article to ESRO.
- 4.2 Discounts on the service price apply for established institutional memberships and may be granted to reviewers. Furthermore, ESRO may grant discounts and waivers in exceptional cases, however, reserves the right to decline such discounts and waivers without specifying a reason.
- 4.3 Payments to ESRO are due within 10 days of sending the invoice to the Customer. Longer payment terms up to a maximum of 60 days can be granted by ESRO in written form by e-mail on the request of the Customer. If requested, ESRO will issue a revised invoice for the purpose of restating the new payment term.
- 4.4 Invoices are sent by e-mail to the payment contact person provided by the Customer soon after acceptance of an article for publication.

5 Contract Document

- 5.1 ESRO makes no provision for a separate contract document based on these terms and conditions. However, the Customer may check at any time the ordered services and status of the Article through her/his personal account on the Website.

6 Miscellaneous

- 6.1 Germany shall be the place of jurisdiction for all legal disputes arising of these terms and conditions, even if the Customer has her/his domicile outside of Germany.
- 6.2 If any provisions of the terms and conditions should be found invalid, this shall not affect the validity of the remaining provisions. In any such case, the contracting parties shall negotiate on the invalid clause to substitute by a valid arrangement as close as possible to the original provision.
- 6.3 ESRO reserves the right to update these business terms and conditions at any time.

ESRO GmbH 42283 wuppertal Germany