

Standard Term and Conditions of Business of MDPI AG

Revised: 12 February 2014

1 Scope

- 1.1 These standard terms and conditions apply to the purchase of contracts concluded through the website of www.mdpi.com and all subdomains ("Website") or through related e-mail communication, and to all related services provided by MDPI AG, Klybeckstrasse 64, CH-4057 Basel, Switzerland ("MDPI").
- 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 MDPI in written form.
- 1.4 The Terms and Conditions of Use of the Website (<http://www.mdpi.com/about/termsfuse>) constitute an integral part of the present terms and conditions.

2 Offering of MDPI

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

3 Ordering and Purchasing of Services from MDPI

- 3.1 To order a publication service through the Website, the Customer must first register with the Website.
- 3.2 The requirement for registering with the Website is that the Customer is of full age and has full legal capacity.
- 3.3 The Customer asks for contracting publication and editorial services with MDPI the moment he submits an original scientific article ("Article") for evaluation through peer-review and possible publication by MDPI.
- 3.4 MDPI accepts the contractual relationship only by and once accepting an article for evaluation. The Customer is asked to confirm by e-mail the acceptance of publication fees (compare §4), should the Article be accepted for publication after the evaluation.
- 3.5 When purchasing services from MDPI, the Customer has the following cancellation right:

CANCELLATION POLICY.

Cancellation right: The Customer can withdraw 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 MDPI, 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 MDPI.

END OF CANCELLATION POLICY.

3.6 When offering services to the Customer, MDPI has the following cancellation right:

CANCELLATION POLICY.

Cancellation right: MDPI may turn down or reject the Article anytime without specifying any reason and thus cancel the conclusion of the contract. After the cancellation through MDPI, both parties are freed from any previous commitments of these terms and conditions.

END OF CANCELLATION POLICY.

4 Prices, Terms of Payment

4.1 Revised prices are stated on <http://www.mdpi.com/about/apc#amount-apc>. The applicable price for the publication service regarding an accepted Article is based on the date of the original submission of the Article to MDPI.

4.2 MDPI may offer the Customer a discount or full waiver of the service price on the request of the Customer. MDPI will decide on a case-by-case basis and confirm or decline the discount or waiver with Customer in written form by e-mail. MDPI reserves the right to decline such discounts or waivers without specifying a reason.

4.3 Payments to MDPI 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 MDPI in written form by e-mail on the request of the Customer. MDPI will issue a revised invoice for 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 MDPI 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 his personal account on the Website.

6 Miscellaneous

6.1 Basel, Switzerland shall be the place of jurisdiction for all legal disputes arising of these terms and conditions, even if the Customer has its domicile outside of Switzerland.

6.2 Swiss law applicable at the place of jurisdiction of MDPI shall apply exclusively.

6.3 If any provision of the terms and condition 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.

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