

Conditions of use and terms of warranty

§ 1 Concluding the contract

Opening the sealed cover of the CD-ROM binds the end user to the conditions of use and the terms of warranty. If the end user does not wish to be bound by these conditions, he should return the book including the unopened CD-ROM cover to his supplier or to Springer-Verlag and the selling price will be refunded. For the return of goods, § 7 is valid.

§ 2 Copyright and conditions of use

1. All rights pertaining to the data are owned by the author. The information is protected by copyright.
2. Springer-Verlag grants the end user, subject to legal liability, the non-exclusive right to use the data as described by the terms of this contract. Under this contract use of the data is restricted to the instructions described.
3. The data may, at any one time, only be used on one computer at a single workplace.
4. The data may be copied only once for backup purposes.

§ 3 Transfer of the data

1. Any transfer (e.g. sale) of the data to a third party and with it the transfer of the right and the possibility of its use may only occur with the written permission of Springer-Verlag or the author.
2. Springer-Verlag will give this permission when the end user up to this point makes a written application and the subsequent end user makes a declaration that he will remain bound by the terms of this contract. Receipt of permission terminates the right of the first end user and the transfer to the second end user may take place.

§ 4 Unauthorized use

1. The complete dataset is protected by
 - the laws of copyright
 - the laws governing the use of trademarks
 - the laws of trade and commerce
 - this contract.

Violations may lead to action being taken under civil and criminal law.

2. The buyer is liable to Springer-Verlag for any damages or detriment accruing from any infringement of these regulations.

§ 5 Functional limitations

1. Even with the latest state of technological development and with meticulous care being taken during production, errors in the data files cannot be excluded.

§ 6 Warranty

1. In response to justified claims, Springer-Verlag has, as first possibility, the option of supplying the user with another copy of the data. If the claim is still not remedied, the end user can demand the return of the selling price from his supplier when he returns the CD-ROM together with the book in compliance with the terms set out in § 7.
2. A prerequisite to making a claim under the warranty is that the end user supplies an exact description of the defect in writing.
3. The end user has no claim to a reduction in the selling price or to correction of defects. In other respects the German Code of Civil Law (BGB) concerning the warranty of goods shall apply (§§ 459 to 480 BGB).

§ 7 Returning the databank

1. The customer can only return the CD-ROM together with the book (e.g. according to § 1 or § 6 Sect. 1.) in its entirety together with the original sales receipt/invoice. In addition he has to hand over the declaration stating that no copies remain in his possession.

§ 8 Help

1. Questions should be mailed or sent via mailbox to Springer-Verlag. The answers from the author are merely forwarded by Springer-Verlag without being checked. The questions are normally answered in the order they are received. It will not be possible to answer every question.

§ 9 Liability

1. Springer-Verlag and the author are only liable for willful intent, gross negligence, and when the data fail to fulfill their assured purpose and function. The assured purpose and functions are those which are explicitly declared in writing. There is no liability for information described in § 8.
2. The liability under German law for product liability is unaffected.
3. The plea that the end user is also at fault remains an option for Springer-Verlag.

§ 10 Conclusion

1. The location of the competent court for all legal action in connection with the databank and this contract is 69115 Heidelberg, Germany, if the contract partner is a registered trader or equivalent, or if he has no legal domicile in Germany.
2. This contract is exclusively governed by the laws of the Federal Republic of Germany with the exception of the UNCITRAL laws of trade and commerce.
3. Should any provision of the contract prove unenforceable or if the contract is incomplete, the remaining provisions will remain unaffected. The invalid provision shall be deemed replaced by the provision which in a legally binding manner comes nearest in its meaning and purpose to the unenforceable provision. This shall apply to any omission in the contract that may occur.