

# **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 provides scientific publication, conferences, and editorial services that customers can conveniently order 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 buying services from ESRO, the Customer has the right to cancel as follows: The Customer may withdraw their submission and cancel their intention to enter into the contract at any time during the evaluation process, provided the submission has not been accepted for publication by ESRO.
- 3.6 ESRO has the authority to make revisions during proofreading of the articles. If an article is deemed unsuitable for the journal, ESRO reserves the right to publish it in another journal related to the subject matter.
- 3.7 ESRO reserves the right to cancel the contract by declining or rejecting the Article at any time without specifying a reason. Upon cancellation by ESRO, both parties are released from any prior commitments under these terms and conditions. If any service fees were paid before the contract was canceled, the customer will receive a full refund, except for English editing charges.
- 3.8 If a customer overpays ESRO, any bank or transaction charges will be deducted from the excess amount when issuing a partial refund.
- 3.9 ESRO will consider refunds for authors after publication only in exceptional cases, with decisions determined on an individual basis.
- 3.10 Owing to the frequent updates in the Scopus database, ESRO is unable to guarantee Scopus indexing. Authors are responsible for verifying the Scopus indexing status before submitting their articles to ESRO.

## 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 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 Should any provisions of the terms and conditions be deemed invalid, such invalidity shall not impact the validity of the remaining provisions. In such an event, the parties involved shall engage in negotiations to replace the invalid clause with a valid arrangement that closely resembles the original provision.
- 6.2 ESRO reserves the right to update these business terms and conditions at any time.

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