MDPI Books – Terms and Conditions

§ 1 Scope

1.1 These Business Terms and Conditions apply to the purchase of contracts concluded through the website of MDPI Books (http://www.mdpi.com/books) and all subdomains (hereinafter referred to as “Website”) or through related e-mail communication, and to all related services provided by MDPI, St. Alban-Anlage 66, CH-4052 Basel, Switzerland (hereinafter referred to as “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 of Use of the Website (http://www.mdpi.com/books/terms_of_use) constitute an integral part of the present Terms and Conditions.

§ 2 Offering of MDPI

MDPI offers scholarly 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 requirements for book submission 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 MDPI the moment she/he submits online an original scholarly manuscript (“Manuscript”) for evaluation through review and possible publication by MDPI.

3.4 The Customer agrees to support open access publishing, which allows unlimited access to his/her published Manuscript. In addition, the Customer agrees to the chapter or book processing charge (CPC/BPC, cf. § 5) and is bound to pay the CPC/BPC after acceptance of the Manuscript for publication.

3.5 When purchasing services from MDPI, the Customer has the following cancellation right: The Customer can withdraw her/his Manuscript and cancel the declared intention to conclude the contract anytime during the evaluation of the Manuscript, unless the Manuscript has been accepted for publication by MDPI, but at least within a period of 14 days. Any benefits or interests received by the Customer up to the cancellation have to be restituted to MDPI. 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, MDPI has the following cancellation right: MDPI may turn down or reject the Manuscript 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. 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 MDPI, any bank or transaction charges will be deducted from a partial refund of the overpaid amount.

3.8 Once the book or chapter is published, MDPI will refund authors in exceptional circumstances only and a decision will be made on a case-by-case basis.

§ 4 Manuscript and Copyright Issues

4.1 If material from other publications is reproduced in the Manuscript, the Customer is asked to provide proof that she/he has obtained the necessary copyright permission. Please refer to our Rights & Permissions website: http://www.mdpi.com/authors/rights/.

4.2 The Manuscript is accepted for processing on the understanding that it has not been published elsewhere (or submitted to another journal). Exceptions to this rule are Manuscripts containing material disclosed at conferences, however the Customer is asked to inform MDPI if this is the case. For Manuscripts with multiple authors, the Customer is asked to confirm that all authors are familiar with, and agree with, the contents of the Manuscript. MDPI reserves the right to contact all authors to confirm this in case of doubt. The Customer is asked to provide e-mail addresses for all authors and at least one institutional email address for one of the co-authors, and specify the name, address and e-mail for invoicing purposes.

4.3 MDPI Books are open access, distributed under the terms and conditions of the Creative Commons Attribution-NonCommerical-NoDerivatives License (https://creativecommons.org/licenses/by-nc-nd/4.0/). The Customer grants MDPI a non-transferrable, irrevocable exemption allowing MDPI to commercially distribute the book that contains the Manuscript.

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§ 5 Prices, Terms of Payment

5.1 For chapters in Editions, MDPI applies Chapter Processing Charges (CPCs) of 600 CHF for every accepted Manuscript. For Monographs, MDPI applies Book Processing Charges (BPCs) from 4000 CHF for every accepted Manuscript. The final price for a Monograph depends on the volume of the publication. The applicable price for the publication service regarding an accepted Manuscript is based on the date of the original submission of the Manuscript to MDPI.

5.2 Discounts on the service price apply for established institutional memberships. Furthermore, MDPI may grant discounts and waivers in exceptional cases, but reserves the right to decline such discounts and waivers without specifying a reason.

5.3 Payments to MDPI are due within 5 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 upon request of the Customer. If requested, MDPI will issue a revised invoice for purpose of restating the new payment term.
5.4 Invoices are sent by e-mail to the payment contact person provided by the Customer soon after acceptance of a Manuscript for publication.

§ 6 Royalties
Royalties will be negotiated on a case-by-case basis.

§ 7 Contract Document
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 Manuscript through her/his personal account on the Website.

§ 8 Miscellaneous
8.1 Basel, Switzerland 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 Switzerland.
8.2 Swiss law applicable at the place of jurisdiction of MDPI shall apply exclusively.
8.3 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.
8.4 MDPI reserves the right to update these Business Terms and Conditions at any time.

These Business Terms and Conditions were last updated on 5 April 2018
MDPI, St. Alban-Anlage 66, CH-4052 Basel, Switzerland