



Business Terms and Conditions of MDPI AG

Revised: December 2016

1 Scope

- 1.1 These business terms and conditions apply to the purchase of contracts concluded through the website of www.mdpi.com and all subdomains (hereinafter referred to as "Website") or through related e-mail communication, and to all related services provided by MDPI AG, 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 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 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 MDPI the moment she/he submits an original scientific article ("Article") for evaluation through peer-review and possible publication by MDPI.
- 3.4 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: 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 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. 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 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. 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 an article is published, MDPI 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 following page: <http://www.mdpi.com/about/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 Discounts on the service price apply for established institutional memberships and may be granted to reviewers. Furthermore, MDPI 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 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 on the request of the Customer. If requested, 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 her/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 her/his domicile outside of Switzerland.
- 6.2 Swiss law applicable at the place of jurisdiction of MDPI shall apply exclusively.
- 6.3 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.
- 6.4 MDPI reserves the right to update these business terms and conditions at any time.

MDPI AG, St. Alban-Anlage 66, CH-4052 Basel, Switzerland