

How Users of the Federal Archives in Koblenz, Berlin-Lichterfelde and Freiburg can order Paper Copies, Copies on Digital Media, Microfiche Duplicates and Roll Film Duplications as well as Roll Film Pictures

The offices of the Federal Archives in Koblenz, Berlin-Lichterfelde and Freiburg do not perform the above mentioned reproduction services themselves. These services are performed by Selke GmbH, August-Borsig-Str. 7, 56070 Koblenz, Phone: 0261/86040 by order and on account of users. The production of paper copies (also by reader printer) and of copies on digital media takes place at the respective archives. All duplications are carried out in Koblenz, roll films are prepared by the company in Berlin only. The Federal Archives merely forward the request forms completed by the users, including the archival documents and/or microforms, to the company. Therefore, a contractual relationship is established solely between the requesting user and Selke. Consequently, this company will also stipulate the specific terms of the contract (e.g. cash before delivery or cash on delivery). Official users will also be liable to pay the private company and are not entitled to the production of copies as part of administrative assistance (§ 5, para 3, subpara 3 of the Administrative Enforcement Act (Verwaltungsverfahrensgesetz - VwVfG).

The Selke company will be responsible for full performance of the above mentioned services, including shipment and invoicing. Consequently, payments or complaints are to be solely submitted to the Selke company and not to the Federal Archives. Please, bear in mind that payments made to the company from foreign countries have always to be made in euro as well.

The terms of business of the Selke company and current prices are stated overleaf. Please, bear in mind that these prices do not include the value-added tax, a service flat charge amounting to 2,56 € as well as packing charges (minimum of 1.00 €) and shipping cost (minimum of 3.00 €). Specifically note the student rates for paper copies and copies on digital media.

Since archival records can only be deposited in the reading room for two weeks, Selke offers to accept **orders for reproduction services in parts** within eight weeks. **The Selke company offers to collect the copies and to send them to the orderer after the end of research together with a total bill, so that the service flat charge of 2,56 € is only charged once.**

Users who want to pick up their paper copies themselves may do so in local agreement with the company and upon prior payment of the invoice amount into a financial institution. By way of exception, very small amounts of money can also be paid in cash. In agreement with the company, official users and users acting by order and on account of a research institute may remit the invoice amount subsequently even if they pick up the copies themselves.

The procedure for **ordering** copies and duplicates is as follows:

A request form (available from the staff of the reading room) is to be completed for every archival unit from which copies are requested and for every microform the duplication of which is sought. The signature of the archival unit and/or the microform is to be stated in this form.

1. For folioed files (that is files with serially numbered sheets): Please give the sheet numbers (including the addendum „+ RS“ = *Rückseite* (reverse), if appropriate).
2. For files that are not folioed (files that have no serially numbered sheets): Please give the data and subjects of the documents to be copied in this archival unit in addition, these orders must be marked by a double yellow paper strip in the following manner:
 - a) Front page (VS = *Vorderseite*) and/or reverse (RS = *Rückseite*):
Put sheet to be copied in between the yellow paper strip. Enter on the request form (in addition to date and subject): „VS“ (= front page only), „RS“ (= reverse only) or „VS + RS“ (= front page and reverse).
 - b) Several successive pages:
Put the sheets to be copied in between the yellow paper strip.
3. For Microforms: Only state the signatures for microforms.

Please, do not tear the yellow paper strips apart or write on them and do not use paper clips!

In addition, a consolidated separate form is to be completed, giving the following particulars: name, address, address for shipment (if different), invoicing address (if different); list of all archival units and/or microforms (signatures) for which the reproduction request is filed; signature.

§ 1 General, Scope

- 1.1) The general terms and conditions of the SELKE GmbH shall apply to all shipments and services provided by the SELKE GmbH unless otherwise agreed in writing in a particular case.
- 1.2) The requesting party recognizes these terms and conditions by placing orders, accepting the acknowledgement of order or by accepting the services rendered by the SELKE GmbH. Any inconsistency in form - specifically in individual conditions of purchase - shall be disregarded.
- 1.3) All contradictory terms and conditions stipulated by the requesting party shall be expressly denied herewith.

§ 2 Prices

- 2.1) The prices are always Euro plus value-added tax. If customs, taxes and other charges are introduced or raised upon conclusion of the contract, the resulting additional charges shall be borne by the requesting party.
- 2.2) In Germany reproductions shall always be supplied c.o.d. notwithstanding the risk of delivery; in foreign countries reproductions shall be delivered only c.b.d.
- 2.3) Service charges, packing charges and shipping cost shall always be borne by the requesting party.
- 2.4) Additional costs incurred by the SELKE GmbH due to the customer's default in accepting delivery will be charged to the customer's account in addition to the price agreed.

§ 3 Payment

Compensation for work claimed by the SELKE GmbH shall always be due immediately and without any discount. Payments have always to be effected in Euro.

§ 4 Retention of Title

The SELKE GmbH will retain title to the services provided until all claims arising from the entire business relation are satisfied.

§ 5 General Limitation of Liability

The requesting party shall not be entitled to claim damages from the SELKE GmbH. Specifically claims arising from subsequent impossibility of performance, delay, positive violation of contractual duties, violation of duties during contract negotiations, tort and other legal grounds unless they result from gross negligence of the SELKE GmbH or intent.

§ 6 Complaints and Warranty

- 6.1) Complaints in respect of condition, quality etc. may be lodged only within 14 days upon receipt of the services if defects are apparent; notice of defects which become apparent later may be given only within 14 days after discovery. These periods are preclusive periods.
- 6.2) Every complaint must be made in writing, specifying each alleged defect in detail.
- 6.3) The requesting party's control duties shall cover the entire shipment. The service provided/shipment is to be accepted and properly stored irrespective of possible defects.
- 6.4) Defective shipments may be returned without prior agreement if either a request for substitute delivery or a written notice of a request for substitute delivery sent by a separate letter is enclosed. Otherwise, returns without prior agreement are not permitted.

§ 7 Place of Performance, Shipping Risk, Transport Insurance, Mode of Dispatch

- 7.1) With regard to legal transactions involving full merchants, legal persons under public law and authorities responsible for public special assets, Koblenz shall be the place of performance of the principal and subsidiary obligations of both parties. With regard to shipments from other locations of the SELKE GmbH, these locations shall be the places of performance of supply commitments.
- 7.2) The shipping risk shall pass to the requesting party/customer with the goods/services being delivered to the shipping agency.
- 7.3) A transport insurance shall be effected only at the explicit request, for the benefit and for the account of the customer. The customer himself is required to file a claim for damage in transit with the shipping agency.
- 7.4) Unless otherwise agreed, the SELKE GmbH may determine the mode of dispatch as appears just, but will not assume liability for the most economical mode of dispatch.

§ 8 Venue

- 8.1) Koblenz shall be the venue for all disputes. Koblenz shall also be the venue for business partners who have no general venue on the territory of the Federal Republic of Germany.
- 8.2) Privity with regard to business dealings with foreign customers, too, shall be solely subject to the law applicable in the Federal Republic of Germany.

Current prices:

German standard paper size copy DIN* A 4 (or digital copy, e.g. CD-ROM)	0.36 € each (approx. 0.42 € each incl. VAT)*
German standard paper size copy DIN A 4 (or digital copy, e.g. CD-ROM)	0.33 € each (approx. 0.38 € each incl. VAT) for students with card*
German standard paper size copy DIN A 3 (or digital copy, e.g. CD-ROM)	0.48 € each (approx. 0.56 € each incl. VAT)*
Microfiche duplicates	0.61 € each (approx. 0.71 € each incl. VAT)
Roll film duplicates	0.51 € a meter (approx. 0.59 € a meter incl. VAT)
Roll film pictures	0.40 € a picture (approx. 0.46 € a picture incl. VAT) possible in Berlin only!

*Plus costprice and shipping cost of the digital medium
Service flat charge of 2,56 € for each order

Special information for users in foreign countries!

Payments by check effected from foreign countries are subject to substantial bank charges (e.g. invoice price of 200 € = charges of 13.00 €). Please, take care that your payment is fully credited to our account free of expense because otherwise, the delivery of your documents may be considerably delayed.

*DIN = Deutsche Industrie-Normen = German Industrial Standards