

## **General Terms and Conditions**

### **I. General Provisions**

1. These General Terms and Conditions (Terms) shall apply to the extent not otherwise stated in writing. The general terms of the buyer shall not become part of the agreement, even in the event we do not explicitly reject them.
2. Our offers shall not be binding.
3. The buyer's order shall be binding for two weeks upon our receipt of it.
4. Acceptance of an order shall only be valid on the basis of and in accordance with our order confirmation. In the event we do not specifically confirm an order, our invoice shall be considered an order confirmation.
5. Our representatives are not authorized to enter into agreements; nor may they make agreements that deviate from these Terms.
6. In order to be valid, any modifications to the agreement must be confirmed by us in writing.

### **II. Right of Rescission**

We are entitled to rescind the agreement and avoid liability for damages if ordered products are unavailable or out of stock. Additionally, we are entitled to rescind the agreement in cases of force majeure, strike, illness and disruptions in business operations. The same applies if the preceding reasons, particularly impossibility, delay and affirmative breach of contract, are encountered in the operations of one of our suppliers. No claims for damages may be asserted against us in any of these cases.

### **III. Delivery**

1. Shipment shall be ex warehouse at the expense and risk of the buyer. This also applies when freight paid delivery has been agreed to.
2. In the event a shipment is delayed for reasons attributable to the buyer, the risk transfers to the buyer on the day the shipment is ready for dispatch.
3. Delivery schedules and deadlines shall apply subject to unforeseeable impediments that are beyond our control or the control of our suppliers. During the time, we are affected by such impediments we shall not be considered in delay.

4. We are entitled to dispatch partial shipments.
5. In the event we are delayed in dispatching the shipment, the buyer may grant us a grace period pursuant to § 281 BGB [German Civil Code]. Upon expiration of this grace period, the buyer may rescind the agreement or assert a claim for damages based on non-performance.

#### **IV. German Book Trade Regulations**

1. When dealing with our business partners in the book trade we adhere to the German Book Trade Regulations to the extent not otherwise provided in these Terms.
2. The claims provisions of the German Book Trade Regulations for wrong delivery or failure to deliver shall apply only if the defect is reported within one week from receipt of the shipment.

#### **V. Prices, Terms of Payment**

1. All volume pricing for deliveries from the publisher is free of shipping charges, including net printing and book binding costs related to special production versions, but not including value-added taxes. All typesetting, reproduction and lithographic work, as well as artwork and embossing for advertising production versions will be charged at-cost.
2. Our general prices applicable on the day of delivery shall be controlling. To the extent an increase in price, in light of market circumstances, cost developments and other significant factors related to measuring prices, seems particularly unreasonable, the buyer need not consider as applicable to it an increase on the date of delivery of controlling prices as opposed to the prices contained in the order confirmation.
3. Payments shall be made net cash and without deductions to our payment office within thirty (30) days after the date of invoice. The buyer shall not be entitled to postage or discount deductions. Invoices are issued upon delivery or in the case of Section III, Subsection 2, on the date the items are ready for shipment.
4. An offset is available to the buyer only when there are uncontested claims or contested claims that are ripe for adjudication or have been legally determined. A right to refuse performance or right of retention may not be asserted unless we are guilty of breach of contract or the buyer has uncontested or legally determined claims arising from the same contractual relationship.

## **VI. Retention of Title**

1. We reserve the right to retain title to goods delivered by us (goods subject to retention of title) until payment of all, including future, claims arising from the business relationship with the buyer.
2. The buyer may sell goods subject to retention of title only in the proper course of business. Claims from such sale are assigned to us as security for all of our claims arising from the business relationship with the buyer. The buyer shall be entitled to—revocable at any time—to collect the assigned claims. Amounts collected shall be remitted to us within the agreed upon payment target. Upon request, the buyer shall provide information about the debtor and amount of the assigned claim.
3. We agree, upon request of the buyer, to relinquish the security rights under Subsections 1 and 2 when their value, to the extent the claims are not paid, exceeds the claims to be secured by more than 10%.

## **VII. Liability**

We are liable only, regardless of the legal basis, for intentional or negligent conduct of our legal representatives or agents. Liability on the merits is limited to contractually typical, foreseeable damages. The same applies to personal liability of legal representatives, agents, or independent contractors. The preceding limitations do not apply to damages arising from injury to life, body or health, nor for contractually typical, foreseeable damage arising from the breach of a material contractual obligation.

## **VIII. Delivery Time**

Delivery time: In the original version, to the extent in stock, within eight (8) days. For advertising versions, depending on volume, four (4) to eight (8) weeks after providing print-ready documents for special production. We will consult with you regarding special delivery requests.

## **IX. Scope of Delivery**

Scope of Delivery: For all titles in their original production versions, exactly the order quantity. For advertising production versions, deliveries exceeding or falling below 10% cannot be ruled out on the basis of technical issues.

## **X. Corrections**

For all printing works and reproductions, proofs will be provided for approval. Colour deviations in special rolls and straps must be expected within customary industry limits. We request binding samples for embossing work. We will provide samples of embossed work upon request. We must charge additionally for double set up costs required.

## **XI. Sampling**

Will be billed.

## **XII. Special Provisions for End Buyers**

A substantial prerequisite to our offer/order confirmation and our delivery on the basis of the offer/order confirmation is that the delivered works are used by the buyer for its own use and for use as promotional material and in no way offered or transferred for any price, including for a nominal charge individually or in connection with other goods and not through third parties.

## **XIII. Final Provisions**

1. To the extent a provision is missing in these Terms or in the individual agreement, the default legal rules shall apply.
2. To the extent applicable legal provisions do not conflict, the laws of the Federal Republic of Germany shall govern exclusively. UN Sales Law shall not be applicable.
3. In the event any of these provisions are void or are deemed invalid, such invalidity shall not affect the validity of the remaining provisions.
4. The place of fulfilment for payment as well as place of jurisdiction shall be Stuttgart to the extent applicable legal provisions do not conflict, and in particular for fully qualified merchants, for persons not subject generally to jurisdiction in Germany, and for persons who have moved their domicile or normal residence outside of the country after execution of the agreement, or whose domicile or normal residence is unknown as of the date of filing a legal claim.