

Terms and Conditions of Delivery and Payment



**Valid from
1 January 2020**

Cornelsen Verlagskontor
GmbH

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The following Terms and Conditions of Delivery and Payment apply to all delivery orders placed with us directly or via the publishing houses, unless otherwise agreed in writing. They also apply to third-party orders assigned to the bookshop for delivery. The customer's conditions shall not nullify the terms and conditions defined below, even if no objection is raised. Processing of orders is performed both for our own behalf and for our account, as well as for orders, for invoicing and according to the instructions of the publisher principal. The details are set out in the relevant invoice.

I. Purchase orders

1. Orders shall be executed as quickly as possible. We are not duty bound to observe particular deadlines. Order cancellations and amendments can only be taken into account if these are received prior to the processing of the original order.
2. It is not possible to dispatch order confirmations.
3. If ordered titles have not yet been released, are not deliverable or are out of print, this will be noted on the invoice. We will deliver reserved titles without prompting within six months following the order date.
4. Industrial disruption, strikes and other impediments outside of our control, shall release us from the obligation to fulfil the order. We accept no liability for the damage sustained in this connection.
5. We shall charge €6.00 plus VAT per address, for every direct delivery made to your customers. Any costs incurred in the event of impossibility of or delay to the delivery or caused by refusal to accept, shall be borne by the party placing the order (see also IV).

II. Currency – Retention of title

1. All deliveries will be charged in Euro and must be settled in Euros.
2. The delivered goods shall remain the property of the publisher's principals until the payment of all current and future receivables, including any refinancing or bills of exchange payable within the business relations with the purchaser. This applies equally if the purchase price is paid for particular deliveries of goods.

3. The purchaser is entitled to resell our goods in the course of its normal business. It is not permitted to enter into any bailment or security arrangements. As security for all our aforementioned claims, it assigns to us, here and now, the receivable from the resale of our goods subject to retention of title, together with all ancillary rights, up to the invoice value of the goods subject to retention of title.

4. If demanded by us, the purchaser shall be obliged to inform us of the receivables established through the resale of the goods subject to retention of title, by way of providing us with the invoice documentation. The purchaser shall remain entitled to collect the receivable even after the assignment. We reserve the right to revoke this authorisation. Our authority to collect the receivable remains hereby unaffected. However, we undertake to refrain from collecting the receivable so long and insofar as the purchaser fulfils its payment obligations, and no application is filed for the commencement of insolvency and similar proceedings, and there is no cessation of payments.

5. If the purchaser assumes receivables from a resale of goods subject to retention of title, into an open account existing with a third party, then the final balance existing following the balancing of the individual account receivables for the relevant recognised periodic balance, or – if the purchaser places these into the open account – the final balance existing following the end of the open item account arrangement, shall be proportionally assigned up to the applicable amount of the receivables.

If receivables belonging to the publisher are assumed into an existing open account arrangement with the purchaser, the agreed retention of title and the assignment for security shall be deemed to serve as security for the publisher's proportionate claim to the balance. Any taking back of goods shall only ever be performed to protect the security; this does not constitute a withdrawal from the contract even if retrospective partial payments are permitted.

6. If the realisable value of the securities exceeds the receivables by more than 20%, if requested by the purchaser we shall release the excess securities with the choice of securities resting with us.

III. Dispatch

1. When placing your orders, please specify the general method of dispatch:
CVK dispatch model, "Büchersammelverkehre" (collective book consignments) or another freight carrier.

This instruction will subsequently apply to all deliveries. Please indicate any exceptions clearly on the purchase order. Follow-up deliveries will as a rule be dispatched using the method stored for you.

No-pallet rules apply up to a weight of 300 kg only. Consignments over this weight limit will be made using pallets.

2. If no shipping instructions are provided, we will employ the CVK dispatch model. Claims arising from this provision shall not be recognised.

3. All dispatch costs, including the costs for subsequent acceptance and subsequent delivery, as well as the shipping costs for any second delivery for which CVK is not responsible, shall be borne by the recipient. Packing will not be charged, special packaging excepted, (such as plastic pallets, „trapeze" packaging etc.). In the case of low value orders, the individual publisher's principals have discretion on whether to calculate the proportional packaging costs. Furthermore, in case there are alternative packaging instructions resulting in additional costs, we will charge, €0.19 plus VAT per kg. Note: The transport packaging used by CVK complies with the provisions of the packaging regulation.

4. No entitlement to a self-contained delivery/supply can be derived in the case of consignments consisting of several package items.

5. Customer collections are possible for pallet consignments only; if these have a total net weight of 150 kg and over, they will be made available for ramp-loading collection (sectional door with telescopic dock leveller). For this purpose the truck load area must have the following dimensions:

- min. width of the load area: 2.00 m
- min. height of the load area: 0.90 m
- min. free load area for placement of the dock leveller: 0.05 m

CVK employees shall complete the interlocking loading of the cargo. The vehicle driver is responsible for ensuring that the goods are properly secured, i.e. ready for an operational safe

transport on public roads. It is not possible to collect low-weight consignments or non-palletized boxes.

Customers performing their own collections will be notified of the collection date in writing by CVK promptly once their consignment has been readied, and is held at the goods issue department (Warenausgang), Eckendorfer Str. 129, 33609 Bielefeld.

Such provisioning is conditional on a clear indication in the order form and on the order being received at least 5 working days prior to the specified collection date. It is not possible to process same-day orders placed at the time of the collection! The pallets readied for collection must be collected in full within five working days following notification, or by the time of the specified fixed date. Additional storage time will incur additional costs calculated per additional working day for each pallet that remains uncollected. Collections may be performed Monday to Friday, from 7 am to 3 pm. However, collections are not possible during break-times, i.e. from 9:30 to 9:45 am, and from 12:30 to 1:00 pm.

6. Specified fixed dates for consignments to be carried by haulage contractors will be accommodated provided sufficient advance notice is given. Otherwise we reserve the right to deliver the goods on an alternative date, but as close to the fixed date as possible. Fixed date deliveries are liable to a shipping cost surcharge of €18.00 plus VAT.

IV. Shipping risk, notification of defects

1. Complaints can be processed only if the customer number, date and full 13-digit ISBN of the relevant order is provided.

2. All consignments are for the account of the recipient, and at its risk. We shall not replace lost or damaged consignments. The recipient is required to assert any claims in good time against the Deutsche Post, the haulage firm or other delivery service companies.

3. The contents of the consignment are deemed to correspond with the invoice and the purchase order and free of defects attributable to us, if the recipient does not send us a written notification of a discrepancy or defects within 8 days of having received the consignment. Complaints should be accompanied by the date and

number of the invoice. Complaints cannot be processed without the return of the packing slip enclosed with every consignment. Notifications of complaints are otherwise subject to the provisions of Section 377 German Commercial Code (Handelsgesetzbuch, „HGB“). In the case of justified complaints – provided the complaint was reported in good time – the purchaser shall be entitled to choose between subsequent delivery, amendment of the purchase agreement or to a diminution of the purchase price. Compensation claims are excluded exception in the case of intentional acts or gross negligence.

With regard to any other statutory or contractual provisions, especially regarding delay, breach of contractual obligations or obligations when conducting contractual negotiations, incapacity, impossibility or tortious acts, we likewise only accept liability if we have acted internationally or with gross negligence. Replacement orders will be newly billed on the basis of the terms and conditions applicable at the time.

Insofar as our liability is excluded or limited, this shall also apply with respect to the personal liability of our salaried employees, workers, staff, representatives and vicarious agents.

V. Returns

1. Returns and exchanges of fully purchased goods shall only be possible if this was explicitly approved in writing by the publisher in question (school textbook) or the book-selling reps (non-school textbook only). As a rule, the procurement data must be provided with return requests. Based on this data, a return authorisation will be forwarded in the appropriate case. Non-approved returns may be redelivered carriage forward.

2. The return is also conditional on the publications being received by us in a new, saleable condition.

3. All returns shall be made at the sender's cost and risk until these are received by us.

4. A return does not entail a release from the duty to make payment.

VI. Payments

1. As a rule, payments can only be posted if accompanied by the customer number and invoice number.

2. If there are payables that remain unsettled

by the payment date, the entire balance shall be due for immediate payment. Subsequent deliveries shall only be made in return for payment in advance. In the case of payment arrears, we shall also charge the dunning costs and standard banking rates of default interest. Credit notes and instalment payments will always be credited against the oldest due items in the sequence defined by Section 367 BGB.

3. Deliveries shall only be made following advance payment in the case of parties placing orders, with whom we have no open item arrangement or who fail to meet their payment obligations punctually.

For the purpose of determining the amount to be transferred prior to the outgoing delivery, account will only be taken in the provisional invoice of these those titles deliverable on the day of issuing said invoice and the anticipated shipping costs depending the mode of delivery.

Titles currently in preparation will be listed with details of the planned publication date, but shall not be reserved. Following the receipt and booking of the payment, the invoice shall be issued for the titles listed for delivery in the provisional invoice. Titles that are non-deliverable at this time shall not be taken into account for the calculation, but will instead be received and subsequently delivered accompanied by a separate invoice. Claims are excluded against Cornelsen Verlagskontor for liability in connection with a delay in delivery due to advance payment, because there is no possibility of performing a stock reservation. If the subsequent delivery of reserved titles from a paid provisional invoice does not take place within 6 months of the incoming payment, these amounts may be reclaimed or offset against outstanding payables. Unpaid provisional invoices will be automatically deleted after 6 months.

4. Offsetting may be performed by BAG (book value), if this payment method was specified with the purchase order, and there are no credit management concerns.

5. Settlement per direct debit is possible, provided we have received an appropriate direct debit authorisation (SEPA mandate). The direct debiting is performed on the invoice maturity dates.

VII. Intercompany elimination

1. Cornelsen Verlagskontor shall be entitled to clear all its own due and non-due receivables as well as the due and undue receivables of its affiliated companies against the receivables of the party placing the order.
2. Cornelsen Verlagskontor shall be entitled to clear all its own due and non-due receivables against receivables of the affiliated companies of the party placing the order.
3. The affiliated companies of Cornelsen Verlagskontor are:
Cornelsen Verlag GmbH, Berlin Bibliographisches Institut GmbH, Berlin

one that most closely fulfils the commercial purpose of the original. The non-exercise of rights on the part of Cornelsen Verlagskontor – even over a longer period of time – does not entitle the principal to rely of any waiver or forfeiture of these rights by Cornelsen Verlagskontor.

Bielefeld, dated 1.1.2020

Cornelsen Verlagskontor GmbH, Bielefeld

VIII. General aspects

The transport regulations (VVO) of the German Publishers and Booksellers Association apply only to those aspects not covered by these Terms and Conditions of Delivery and Payment and by individually agreed arrangements.

IX. Legal venue and place of performance

The legal venue and place of performance for Cornelsen Verlagskontor's receivables arising from all deliveries is the registered address of the user in question. Cornelsen Verlagskontor shall also be entitled to assert claims against the principal before that court with jurisdiction of the registered address of the latter.

X. Applicable law

These Terms and Conditions of Delivery and Payment and the complete legal relations between Cornelsen Verlagskontor and the customer shall be governed by the law of the Federal Republic of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

XI. Severability clause

If any individual provisions of these Terms and Conditions of Delivery and Payment are or become unenforceable, this shall not affect the enforceability of the remaining provisions or the individual contracts concluded on this basis. The unenforceable provision shall be substituted for

Supplement

The production of publishers and publisher groups ("Publisher")

- Cornelsen Verlag
- Cornelsen Lextra
- Cornelsen Frühpädagogik (infant education)
- Cornelsen Schulpädagogik (school-age education)
- Oldenbourg Schulbuchverlag
- Patmos Schulbuch
- Kösel Schulbuch
- Volk und Wissen
- Duden Schulbuch
- Verlag an der Ruhr
- Bibliographisches Institut
- edelsa – Grupo Didascalia (selection)
- Didier/Hatier International (selection)
- Librairie Larousse (selection)
- Fraus Verlag (selection)
- Oxford University Press/OELT (selection)
- Veritas Verlag (selection)

are additionally subject to the following supplementary provisions:

I. Purchase orders

1. Purchase orders may only be placed by stating the contact/customer number and the full 13-digit ISBN. If order description are imprecise, we shall accept no responsibility of ensuring accurate and punctual delivery.
2. We recommend that all purchase orders be placed using the online order system (www.cvk-online.de) or via EDI.
3. The publisher shall not be liable for erroneous deliveries caused by illegible, imprecise or incorrect information.
4. We do not accept orders on consignment or on a sale-or-return basis – except in the case of special sale-or-return promotions/packets or following approval from our sales reps (not for school text books). We only delivery to a fixed invoice amount.

II. Sales price

1. By accepting the consignment, the recipient undertakes to maintain the fixed retail price. We only make deliveries to firms that comply with the Book Retail Price Maintenance Act in effect since 1st October 2002.

2. Irrespective of the date of the purchase order, Cornelsen Verlagskontor will always charge the legally maintained price valid at the time of the delivery.

3. Price changes will be displayed in the VLB database.

4. With the acquisition of films, the end user will be granted the right of recitation, performance and presentation; that means that the work can be shown to the public.

5.1 With combined orders for school education books procured for ownership by a public authority, an entrusted body or general education private schools with the status of state-approved substitute schools, the sellers will grant the following discounts in accordance with the Retail Price Maintenance Act:

A. For an order with a total value of up to €25,000.00 for titles with more than

10 copies = 8% discount

25 copies = 10% discount

100 copies = 12% discount

500 copies = 13% discount

B. For an order with a total value in excess of €25,000.00 = 13% discount

€38,000.00 = 14% discount

€50,000.00 = 15% discount

5.2 If school text books are purchased by schools from their own budgets, a general discount of 12% on all combined orders will be granted instead.

5.3 The calculation of the total value shall be exclusively based on the fixed retail price. Title and unit numbers may also be determined following the order placement, if the principal is afforded the opportunity to deliver all books belonging to an order, at one point in time. The total values of the individual deliveries are applicable in the case of master agreements for the continuous supply of books.

5.4 It is not permissible to have cash and early payment discounts on our price-controlled publication products. In the case of any infringements, we shall be obliged, in accordance with the rule in the Retail Price Maintenance Act concerning the maintenance of our price control, to impose contractual penalties – if necessary up to the amount of the individual transaction proposed and/or executed – possibly alongside delivery blocks.

5.5 Combined orders of text books are not deemed to be public contracts if placed by parents'

associations, schoolchildren, teachers etc., and are not at all or merely partly paid for from public funds. Discounts are not permitted in such cases.

III. Returns/credit notes

1. 10% of the net price will be deducted from the credit note for costs incurred, if delivery returns are accepted without the explicit agreement of a sale-or-return right.
2. Single returns with a retail price of up to €10.00 will not be processed, because the costs of postage and handling – both in the store and for us – are higher than the credit note. No return will be made.
3. Credit notes cannot be issued for titles that are out of stock for longer than 6 months. No return will be made.
4. Books with internal defects (such as binding defects, misprints, pages printed one-sided only etc.) and with a retail price of up to €25.00 may be returned as follows: Submission of the title page and the first 16 pages, and submission of the defective page (insofar as available).
5. Credit notes cannot be issued for titles received by our dispatch department in a non-resalable condition. No return will be made.
6. Credit notes cannot be issued titles not procured through our CVK dispatch department. No return will be made.

IV. Discounts

1. School text books

School text books, teaching materials 20%
If applicable, we may also grant a bonus discount of 2% to 5% on the basic discount, Which may be granted between a customer and the publisher depending on the state of the business relations. Apart from the bookselling service (continuous stock of schoolbooks, procurement of specific school text books from the publisher), this is also conditional on the net sales performance and the payment history, as well as the maintenance of all programme areas of the publisher and the readiness to receive sales reps. Retrospective credit notes cannot be issued; the bonus discount shall be recalculated annually. If less than 70% of all of a retailer's purchase orders for school text books are placed using the most cost-efficient and quickest method www.cvk-online.de or EDI, we reserve the right

to reduce the discount for school text books by 0.5% within the applicable scale.

2. **Software (CD ROM/DVD ROM)** Scaled discounts for educational software from 20% upon request.

3. **Frühpädagogik, Cornelsen Schulpädagogik, Fachbuch, Cornelsen Lextra, Verlag an der Ruhr, Veritas, Bibliographisches Institut**
educational literature 30%
Reference books and non-fiction books 30%
Cornelsen Lextra, Veritas teaching aids 30%
Bibliographisches Institut 35%

Special conditions apply to customers serviced by the publisher or bookselling reps. Discounts may be granted upon request to the publisher or the bookselling reps.

V. Free copies, proof copies, bonus copies

1. Free copies are not issued to schoolchildren and libraries.
2. In accordance with the Book Retail Price Maintenance Act, free copies for teachers are not provided with full set class orders.
3. Proof copies will only be delivered directed to teaching staff or schools upon proof of the school stamp. In order to avoid any irregularities, teaching staff shall be requested to request this from us directly.
4. The titles labelled with 2 throughout the complete catalogue will be delivered directly to teaching staff or schools and invoiced there, only if the purchase orders contain the school stamp. Retail deliveries and discounting are not possible.
5. Bonus copies are not supplied in general.

VI. New customers

The publisher reserves the right to supply new customers starting from a minimum order value, and only upon payment in advance, and to demand a direct debit authorisation or security for orders of school text books.

The minimum order value for initial orders from new customers amounts to €1000.00 in retail prices.

VII. Payment, early payment discount, value date of payments

1. All deliveries are payable within 30 days from invoice date.
2. The publisher reserves the right to only make deliveries to customer upon payment in advance, in the event that they are failing or have failed to punctually fulfil their payment obligations. The publisher reserves the right moreover, to demand payment in advance or security for main orders of school text books.
3. All payments shall be made free-of-charge and without deduction.
4. Cash discount deductions shall not be recognised; payments shall be recognised only once received.

VIII. Intercompany elimination

1. The provider shall be entitled to clear all its own due and non-due receivables and the due and undue receivables of affiliated companies against the receivables of the user.
2. The provider shall be entitled to clear all its own due and non-due receivables against receivables of the user's affiliated companies.
3. The provider's affiliated companies are:
Bibliographisches Institut GmbH, Berlin

IX. Retention of title

1. The supplier retains ownership of the delivered goods until complete settlement of all the current and future receivables to which it is entitled under the business relationship with the user.
2. The user is entitled to resell the delivered goods in the normal course of its business; this permission may be revoked at any time. It is not permitted to enter into any bailment or security arrangements. It must promptly notify the supplier of any garnishment or other such interference with the ownership.
3. The user here and now assigns to the supplier its receivable from the resale, together with all ancillary and other such rights. This assignment shall be for an amount up to the invoice value of the goods subject to retention of title, and is accepted here and now by the supplier. The user is entitled and obliged to collect the assign receivables, so long as the supplier has not revoked this authorisation.

If the user assumes the receivable established by way of a resale of the goods subject to the retention of title into a current account arrangement existing with its end customers, the account balance claim is assigned in full. Once the balancing has been performed, it shall be substituted for the relevant recognised balance, it shall be deemed to be assigned up to the amount equal to that of the originally assigned receivable. In the case of the sale and distribution of sequel works, the assignment for security shall also encompass the right of the user vis-à-vis its buyer to demand the purchase of further parts of the sequel. For the processing of the business relationships between the supplier and the user by way of an open account, the retention of title and the assignment for security are deemed to constitute security for the supplier's entitlement to the balance.

4. The total remaining debt shall be due immediately, if the user is in arrears with its contractual obligations vis-à-vis the supplier, or its financial circumstances deteriorate significantly. In these cases, irrespective of its other rights, the supplier shall be entitled to withdraw from the agreement and collect the goods subject to the retention of title. The user shall forfeit its right of possession. If demanded by the supplier, the user must also provide all documents necessary to assert the assigned rights, and disclose the addresses of its debtors, the amount of receivables due and the contents of the relevant rights.
5. The supplier undertakes to release the securities to which it is entitled, insofar as these exceed the invoice value of the secured receivables (including possible interest and incidental costs) by 20%.

X. Foreign countries

The prices listed in our catalogues and invoices are listed in Euro (D) and will be exempt from German value-added tax if the identity number is disclosed to us. Otherwise, the specified prices will be fixed as export prices.

Cornelsen Verlag GmbH

Mecklenburgische Straße 53 D-14197 Berlin