General Terms and Conditions of Cornelsen Verlag GmbH

The following contains the General Terms and Conditions of Cornelsen Verlag GmbH, Mecklenburgische Straße 53, 14197 Berlin

Service Centre: Telephone: 0800 12 120 20 (from the German landline network); +49 30 897 85-640 (mobile phone networks/abroad); Mon.–Fri. 8 am – 6 pm (you can contact us outside of these hours by using our automatic order acceptance system); Fax: +49 30 897 85-578; email: service@cornelsen.de

Management Board: Dr. Anja Hagen, Joachim Herbst, Mark van Mierle (chairman), Patrick Neiss, Michael von Smolinski, Frank Thalhofer

Value-added tax ID no. DE 136665967/ILN: 4032357100009

Registered address in Berlin, AG Charlottenburg, HRB 114796 B

Section 1 Scope of application

(1) Cornelsen Verlag is a corporate division of Cornelsen Verlag GmbH, Mecklenburgische Straße 53, 14197 Berlin, companies register of the Amtsgericht [local court of] Charlottenburg, no. HRB 114796 B. The following General Terms and Conditions (T&Cs) apply to all contracts for the delivery of goods or for the purchase of digital online products, concluded between Cornelsen Verlag GmbH (the “Supplier”) and entrepreneurs (within the definition of Section 14 German Civil Code (Bürgerliches Gesetzbuch, “BGB”) or consumers (within the definition of Section 13 BGB) – both hereinafter: “Users”. An “entrepreneur” within the definition of Section 14 BGB means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. A consumer within the definition of Section 13 BGB means every natural person who enters a legal transaction for purposes that are predominantly outside of his trade, business or profession.

(2) These T&Cs shall apply in the version currently applicable at the time of the conclusion of contract.

(3) The User’s contrary terms and conditions shall not apply. Nor shall they apply, even if the Supplier has not explicitly repudiated them.

(4) Entrepreneurs are additionally subject to the T&Cs of Cornelsen Verlagskontor GmbH Bielefeld; these can be found at www.cvk-online.de/T&Cs.pdf. If there are any variances between the T&Cs of Cornelsen Verlagskontor GmbH and these T&Cs, the T&Cs of Cornelsen Verlagskontor GmbH shall prevail.

(5) For Users based in Austria, the placement of a book order (print products only, no online products) will establish a contract with Veritas Verlags- und Handelsges.m.b.H. & Co. OG, Linz, Austria (“Veritas”). The Supplier assumes the role of commercial agent in this context. Veritas’ prices and T&Cs apply, www.veritas.at/rechtliches/agb. In this situation, the Supplier shall forward the User’s order details to Veritas.

(6) For Users based in Switzerland, the placement of a book order (print products only, not any online products) will establish a contract with Cornelsen Verlag Schweiz AG, Wollerau, Switzerland “Cornelsen Switzerland). The Supplier assumes the role of commercial agent in this context. The prices and T&Cs of Cornelsen Switzerland shall apply, www.cornelsen.ch/Service/T&Cs. In this situation, the Supplier shall forward the User’s order details to Cornelsen Switzerland.
Section 2 Registration

(1) Visitors can enter the Online Shop as a guest or registered user and place orders. It is not necessary to be registered in order to place an order. There is no entitlement to registration. For users from certain user groups (e.g. teachers, schools), after login in the Supplier will provide a customer number in advance, which the User will then use to register with the Online Shop; the Supplier will send the customer number to the email address provided by the User at the time of logging in.

(2) The User must provide accurate information when registering with the Online Shop. The customer must ensure that the email address account they specify is accessible from the time it is specified, and is not prevented from receiving emails due to a mail forwarding function, closure of the account or lack of available storage space.

(3) If there are any changes to the User’s data - particularly their name, address, email address, or telephone number - the User may notify the Supplier by changing their details in the user account. The Supplier is entitled to refuse registration without having to state any reasons. In addition, the Supplier is entitled, with immediate effect and without prior notice, to block further use to Users who transmit inaccurate or erroneous address data.

(4) The information shall be assumed to be erroneous if the attempt to deliver an email to the User fails on three successive occasions, or if the service cannot be rendered due to the erroneous address. Emails sent by the Supplier to the User are deemed to have been delivered on the day of dispatch, unless the Supplier receives an error message.

(5) If the User omits this information or if they enter false data from the very outset, especially a false email address, the Supplier can withdraw from any contract already entered into, or block the User from registering for online products.

Section 3 Purchase order, conclusion of contract

(1) The product range on display in the shop constitutes a non-binding invitation to the User to order these products. By clicking on the “Buy now” button, the User is making a binding declaration to the Supplier that it wishes to purchase the contents of the shopping basket.

(2) Directly after the placement of the order in the Online Shop, the Supplier will send an email to the address provided by the User, confirming that the order has been received and containing its details (order placement confirmation); the User can save and print it. This order placement confirmation does not constitute acceptance of the User’s offer, but merely states that the Supplier has received the purchase order.

(3) The contract is concluded only once the Supplier expressly declares its acceptance or it delivers the goods or - when purchasing online products – the ordered products are made available for download or the service is activated. For purchase orders placed by post, email or fax, the contract is concluded upon dispatch of the goods.

(4) Registered users can view their order data at any time in their personal user account.

(5) If ordered titles have not yet been released, are not deliverable or are out of print, this will be noted on the invoice. Reserved titles will be delivered unprompted within six months following the order date.

(6) If a product on order is no longer deliverable for reasons for which the Supplier is not responsible (such as an unforeseen non-delivery to the Supplier or errors in the printing plant), the Supplier shall be entitled to deliver a new edition, if available. If a new edition is likewise unavailable, the Supplier shall be entitled to withdraw from the contract with respect to the product in question. In this case, the Supplier will inform the User directly, while also promptly reimbursing any purchase price already paid.

(7) Order cancellations and amendments can only be taken into account if these are received prior to the processing of the original order.

Section 4 Consumers’ right of cancellation

Consumers have a statutory right of cancellation.

LEGAL NOTICE ON CANCELLATION

Right of cancellation

You have the right to cancel this agreement within 4 weeks without stating any reasons. The cancellation time limit is 4 weeks from the date:

• on which you or your nominated third party - but not the carrier - take possession of the goods, if you have ordered one or more goods through one joint order, and the goods are delivered separately;

• on which you or your nominated third party - but not the carrier - take possession of the final goods item, if you have ordered several goods through one joint order, and the goods are delivered separately;
• on which you or your nominated third party - but not the carrier - take possession of the final part consignment or the final piece, if you have ordered one item of goods, which is delivered in several part consignments or pieces;
• of the conclusion of contract for the delivery of digital content not stored on a physical data carrier.

In order to exercise your right of cancellation, you have to send a clear declaration detailing your decision to cancel this agreement: for example, by post to Cornelsen Verlag GmbH, Service Center, 14328 Berlin; by fax to: 030 8 97 85-578; by email to: service@cornelsen.de; by telephone by calling 0800/1212020. You may also use the enclosed model cancellation form, www.cornelsen.de/fm/1272/Musterwiderruf_neu.pdf, however, this is not mandatory.

To satisfy the cancellation period, it is sufficient that prior to the expiry of the cancellation period, you submit a notice stating that you are exercising your right of cancellation.

Consequences of cancellation

If you cancel this agreement we shall be required to repay all payments received from you, including the delivery costs (with the exception of additional costs resulting because you have selected a method of delivery other than the cost-effective method of delivery offered by us). This repayment shall be made promptly and no later than fourteen days from the day that we received your notice to cancel this agreement. The delivery costs will not be reimbursed if your wish to retain individual articles, and want to cancel the order in part only. In making this repayment we will use the same method of payment used by you in making the original payment, unless an alternative method is expressly agreed with you; in no event will we deduct any charges in respect of this repayment.

We are entitled to withhold the repayment until such time that we have received the goods to be returned, or until you prove to us that you have returned the goods, whichever point in time occurs earlier.

You must return or hand back the goods to the following address without delay, in any case within fourteen days from the day that you issue your notice to cancel this agreement. **Cornelsen Verlagskontor, Eckendorfer Straße 129, 33609 Bielefeld.** This time limit is satisfied if you dispatch the goods prior to the expiry of the said fourteen-day period. You are liable for the direct costs of the return consignment of the goods.

You will only be obliged to reimburse any loss in value of the goods, if the loss in value is attributable to you having handled the goods in a manner not necessary for checking their quality, characteristics or functionality.

**END OF THE LEGAL NOTICE ON CANCELLATION**

Information on exceptions to the right of cancellation

The right of cancellation does not exist or shall be extinguished in the case of the following contracts
• for the delivery of goods made to customer specifications, or which are clearly customised to personal requirements;
• for the delivery of newspapers and magazines with the exception of subscription contracts;
• for the delivery of master copies, audio or video recordings (such as CDs, video cassettes, or DVDs) or software in sealed packaging, once the User has removed the product from the seal;
• for the delivery of digital content not stored on a physical data carrier (e.g. PDFs or MP3 files), as soon as download or streaming is commenced, as well as for online services (e.g. Download subscriptions), as soon as the User uses the online service following the purchase (e.g. in order to download content, process tasks, or create sub-users); this is conditional on the user, prior to placing the order, was aware and expressly agreed that the Supplier is able to commence the delivery of the service and that the User loses their right of cancellation with the commencement of the execution of the order. Any free-of-charge test phase offered by the Supplier shall not affect the forfeiture of the right of cancellation.

**Section 5 Password, non-disclosure**

(1) If the User completes the log-in and registration procedure for ordering goods or purchasing online products in the Online Shop, it shall choose a user name and password, which shall be used for all purchases. The Supplier will confirm the user name in an email sent to the address provided by the User.

(2) The User is duty bound to keep the user name and password securely and to take precautions to prevent it becoming lost or becoming disclosed to third parties.

(3) If there is anything to suggest that the password has been lost or that an unauthorised third party may have gained knowledge of it, the User must change the password without delay in the user data.
administration section. If there is any suspicion that an unauthorised third party has used the user account, the User is promptly inform the Supplier. This may be performed by email. The Supplier will promptly block the User’s access to the password-protected area after the notification has been received.

Section 6 Data protection

The Supplier shall collect and store the customer’s data necessary for processing the business transaction. The Supplier shall observe the statutory provisions during the processing then customer’s personal data. Further details are set out in the Data Protection Policy available online at www.cornelsen.de/datenschutz.

At any time upon request, the customer shall be provided with information concerning the storage of its personal data.

Section 7 Assignment of rights

(1) The Supplier’s content on display in the Online Shop and the products offered there, are protected by copyright. The User is obliged to observe existing copyright and to use the content and products only within the applicable contractually permitted scope.

(2) Unless a contrary agreement was made, the User shall generally only be granted the right to use the purchased product for its personal use. If the User orders the product on behalf of a school, the right of use shall also apply to the school. The User must observe the conditions set down by the Supplier regarding the use.

(3) If used within a school, in accordance with Section 52a German Copyright Act ("UrhG") the User may only enter some or all of the Supplier’s content and product into a network, such as the intranet of a school or other such educational institutions, if it has the prior, written consent of the Supplier.

(4) Any farther-reaching use (such as reproduction, dissemination, making the programme accessible to third parties) is prohibited. Third parties are individuals who do not belong to the User or its organization.

(5) Paragraphs (3) and (4) are purposefully limited in application to products that by their nature, are designed for reproduction/dissemination (master copies, work sheets etc.). These may be reproduced and circulated for classroom teaching purposes. For reasons relating to copyright, it is prohibited to digitally store and disseminate these products.

(6) All rights to the use for published objects, be they created by the Supplier personally or by other parties, shall strictly remain with the Supplier or such other parties. Copying or use of graphics, audio files, video sequences and text material in other electronic or printed publications is prohibited without the express permission of the Supplier.

(7) It is prohibited to bypass, deactivate or circumvent any encryption, security or authentication mechanisms for the product.

(8) The non-exercise of rights on the part of the Supplier – even over a longer period of time – does not entitle the User to rely on any waiver or forfeiture of these rights by the Supplier or Cornelsen Verlagskontor GmbH.

Section 8 Supply and services

(1) The delivery period for products available at the time of the order is 3 to 6 days. In the event that a title has not yet been released or is not available, the dispatch will be performed within 1 to 3 work days of being released or becoming available. Information concerning availability and delivery periods is approximate. Therefore, no guarantee is made for a delivery to take place on a particular date, unless a delivery date is explicitly defined to be a binding deadline.

(2) Goods on order will generally be delivered via Cornelsen Verlagskontor GmbH. In individual cases the delivery and settlement of products may be performed via other suppliers. Entrepreneurs are additionally subject to the T&Cs of Cornelsen Verlagskontor GmbH.

(3) Cornelsen Verlagskontor GmbH shall decide on the manner and method of the dispatch. It is entitled to perform part deliveries and part billing, in the event that titles on order are temporarily not deliverable or have not yet been released and this is tenable to the User. In the event that part deliveries are performed, the Supplier shall assume the additional shipping costs. The User shall be promptly notified of delays to deliveries.

(4) The User shall bear the additional costs for goods which can only be delivered following a delay or not at all due to the provision of out-of-date or erroneous address information. After the second failed attempt to perform the delivery, the Supplier shall be entitled to withdraw from the contract.

(5) If the Supplier delivers an incorrect consignment or the delivered goods do not correspond to those
ordered, the Supplier shall bear the costs of the return consignment.

(6) The Supplier shall provide DHL Paket GmbH with the email address of the customer, for the purpose of sending a parcel consignment notification. This parcel consignment notification enables the customer to influence the delivery of the parcel or to change the point of delivery.

(7) The Supplier shall provide support for second-hand purchased software, if the User is able to verify the first sales (retailer and date of sale). The User must also verify that the acquired licence is not otherwise in use (by the previous owner).

(8) Test copies are individual books examined by teachers/trainees in advance, to ascertain their suitability for lessons. They are available to teachers and trainees who order the test copies in their subjects or specialist areas. The delivery of a test copy is subject to having such an entitlement.

Section 9 Specials Terms and Conditions for Online Products (downloads, subscriptions)

(1) The Supplier also offers online products in its Online Shop. These include digital content, which is delivered to the customer by way of electronic data transfer, such as downloads and online subscriptions. The relevant terms of use and licence agreements displayed to the User when purchasing the online product, shall also become an integral part of the contact for the online product in question.

(2) The duration of and cancellation options for the online product subscription are defined in the relevant product descriptions, which are also displayed to the customer during the order placement process, and which shall likewise form an integral part of the contract. The following applies in the event that there is no displayed cancellation period or fixed contractual term with a fixed end date on which the availability of use will automatically end: The contract can only be cancelled for the first time with a minimum contractual term of 93 days with a notice period of 2 weeks; if no cancellation is declared, the contract shall be renewed for 31 days each time and in each case may be cancelled with a notice period of 2 weeks to the end of the extended term. Cancellations must be issued in text form (meaning in writing or by email).

(3) Any termination for cause (material reason) shall remain hereby unaffected. For the Supplier, a material reason is established particularly if there are grounds for suspecting that services are being misused or used contrary to the terms of the contract.

(4) If a material reason is established, the Supplier shall also be entitled to block the User’s access authorisation or restrict the available services, in particular to prevent any continue misuse or use contrary to the terms of the contract.

(5) The Supplier shall make every effort to ensure that its digital online products are generally available without interruption. This, of course, is limited to services over which the Supplier has control. However, the characteristics of the internet mean that this cannot be guaranteed. The Supplier may also completely or partially interrupt or restrict the availability of its online site temporarily due to service works on the information system, maintenance or for capacity requirements. Disruptions to the quality of the access to the internet and data transmission on the internet caused by force majeure and events for which the Supplier is not responsible, and which significantly impede its services or render them impossible, shall release the Supplier from its obligation of service delivery for the duration of the disruption, and shall not establish any claim to compensation on the grounds of non-availability.

(6) If digital online products are made available by the Supplier for download by the User’s following the latter’s purchase of them, the User must perform the download and make backup copy of the products in question. The User shall bear the risk for losses following purchase and for losses of digital content, including losses caused by a computer or hard drive failure. The Supplier accepts no liability to compensate any damage whatsoever, sustained by the User in connection with the transmission, storage and use of digital products.

Insofar as the Supplier provides services free of charge, these may - following advance notice - be suspended at any time or made available in future only in return for payment of a charge. In this event, the User shall not accrue any rights, especially the right to claim compensation, for the cessation of services provided free of charge. The Supplier shall announce these changes as far as in advance as possible.

Section 10 Shipping and delivery costs, deliveries abroad

(1) All costs of shipment, including costs for subsequent acceptance and subsequent delivery, shall pass to the User ex the Supplier’s location.
Detailed information on shipping costs is available on our service pages.

(2) Deliveries to countries outside of the Federal Republic of Germany may be subject to export controls, taxes and charges. In addition, deliveries to non-EU countries may incur import duties, which vary depending on the customs territory. The User is responsible for the orderly payment of the necessary customs duties, taxes and charges.

Section 11 Payment

(1) Payments can only be posted if accompanied by the invoice number. The purchase price is payable immediately, unless otherwise agreed.

(2) In the event that the price of the product is not yet determined at the time of the order (for example, because a title has not yet been released), the price at the time of the delivery shall apply. Insofar as the User passes on the Supplier’s works to another reseller, it must enjoin the latter to the obligation to maintain the retail prices. The prices contain the applicable statutory value-added tax.

(3) Promotional offers in our shop may be offered for a limited time or until stocks last. Details can be found in the product description.

(4) The settlement of accounts is made via Cornelsen Verlagskontor GmbH. Payments must be made to Cornelsen Verlagskontor GmbH.

(5) 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. Credit notes and instalment payments will always be credited against the oldest due items in the sequence defined by Section 367 BGB. The User shall become automatically in arrears of payment (default), if the payment is not settled within 30 days following receipt of the invoice. Interest on arrears shall be payable in such cases.

(6) 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 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.

(7) Settlement per direct debit is performed if an appropriate direct debit authorisation has been provided. The direct debiting is performed according to the invoice maturity dates.

(8) The prices listed on the Cornelsen Online Shop website, in catalogues and invoices are gross final prices. These apply without deduction, including for users located outside of the Federal Republic of Germany, unless such users have applied to the Supplier for the deduction of value-added tax, and have notified the Supplier of their entitlement to do so, by way of disclosing an applicable value-added tax identification number. The invoicing of electronic services (online products) to consumers in EU countries shall include the value-added tax applicable in that country in which the User is resident.

(9) The User shall only be entitled to perform an offset, if and to the extent that its counter-claims have been confirmed by a final court judgement (res judicata decision), are undisputed or have been acknowledged by the Supplier.

Section 12 Retention of title

Until the time that complete payment has been received in respect of them, the delivered goods shall remain the property of the Supplier, irrespective of the expiry of the cancellation period.

Section 13 Warranty, liability

(1) Statutory rights of warranty, in accordance with the provisions of sale and purchase law, exist for all goods available from the shop.

(2) The User is personally responsible for any necessary installation of software. The Supplier is liable for the functionality on the User’s computer system or within its network, only to the extent it has given assurances in this respect.

(3) The User shall also bear the risk and costs of use the internet or other networks. In the case of online products, the Supplier shall not be liable for damage or loss caused by malfunctions in lines, servers and
other equipment for which the Supplier is not responsible.

(4) Insofar as the Supplier has integrated links to third-party vendors on its pages, it is clearly stated that the Supplier has no control whatsoever over their contents and design. The Supplier therefore accepts no liability regarding the content of the links displayed, nor for the contents of pages to which users are navigated via the banners and links contained in the Supplier's pages, nor does the Supplier claim any ownership to such content. Legal transactions with third parties for the purchase or goods or services via the internet or other networks, shall be established exclusively between the User and the third party in question. The User’s complaints in connection with such transactions may be raised against the relevant third party only.

(5) The Supplier extends no warranty or guarantee, and accepts no liability for the completeness, accuracy or up-to-datedness of the information provided.

(6) User and Supplier are entitled, in accordance with the applicable legal provisions, to cancel the concluded agreement.

(7) If there is a defect in any goods, the User must report the defect to the Supplier. The Supplier shall initially be entitled to eliminate the defect, or deliver goods containing no defects (subsequent performance). If the subsequent performance fails, the User shall be entitled to a reduction of the purchase price or to cancel the agreement, in accordance with the provisions of warranty law. If the User is an “entrepreneur” within the definition of Section 14 BGB, the warranty period is limited to one year, and the T&Cs of Cornelsen Verlagkontor GmbH shall additionally in relation to entrepreneurs.

(8) The Supplier shall be unreservedly liable insofar as the cause of damage lies in the intentional act or gross negligence of its statutory representatives, employees or vicarious agents. Furthermore, the Supplier shall also be liable for the slight negligent breach of a material contractual obligation, where the orderly fulfilment of which is essential to the very performance of the contract and where the contractual may rely on compliance with this obligation (cardinal obligation), if this infringement was caused by the Supplier’s statutory representatives, employees or vicarious agents, whereby this liability will however be limited to the foreseeable, direct damage typical for this type of contract, and also limited to damage event to the amount of the contractual remuneration. In relation to entrepreneurs, the Supplier accepts no further liability, including for the gross negligence of vicarious agents; in the other instances the liability vis-à-vis merchants for gross negligence, shall be limited the foreseeable, direct damage typical for this type of contract, and also limited to the amount of the relevant contractual remuneration. No other liability is accepted, insofar as legally permissible. The aforementioned disclaimers and limitations of liability shall not apply in cases of strict legal liability, especially in accordance with the Product Liability Act, death and personal injury, or to the liability for the absence of guaranteed characteristics.

Section 14 Amendment of the T&Cs

(1) The Supplier reserves the right to amend these T&Cs taking effect for the future, at any time and without stating reasons.

(2) In the event that a continuing recurring obligation exists between the Supplier and the User (such as an online subscription), the following provisions shall apply: The Supplier shall inform the User by email of the amended T&Cs. If the amendments are detrimental to the User, the User may object to them. The User shall be deemed to have accepted the amendments to the T&Cs, if the User does not raise an objection to the amendments within one month of receiving the notification of the amendments in writing or by email. The Supplier’s amendment notice shall refer to the right of refusal and the significance of the one-month time limit. If the customer exercises its right to object, the amendments to the T&Cs are deemed to have been refused, and the continuing recurring obligation shall continue based on its original content and on the basis of the original T&Cs. This shall not affect the right to cancel the continuing recurring obligation in accordance with the agreed cancellation periods or these T&Cs.

Section 15 Concluding provisions

(1) The User may assign the rights and obligations under this agreement to another party, only with the prior, written consent of the Supplier.

(2) This agreement is governed by the law of the Federal Republic of Germany to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

(3) The language of the agreement is German.

(4) For business transactions with merchants, legal persons constituted under public law or public law special funds, the legal venue shall be the relevant
court in Bielefeld. The Supplier shall also be entitled to assert its claims before the legal venue with general jurisdiction over the place at which the customer is resident. Any exclusively applicable legal venue remains hereby unaffected.

(5) If any of the provisions of these General Terms and Conditions are or become unenforceable, this shall not affect the enforceability of the remaining provisions.

(6) We do not participate in dispute settlement procedures before any consumer conciliation body.

valid as of: 25th January 2018,