

## General Terms of Purchase

### § 1 Scope of application, form

(1) These general terms of purchase apply to all business relations with our business associates and suppliers (the "supplier"). The general terms of purchase will only apply if the supplier is a business (as defined by § 14 of the German Civil Code - BGB), a legal entity under public law or a special fund under public law.

(2) The general terms of purchase apply in particular to contracts for the sale and/or supply of movable goods (the "goods"), irrespective of whether the supplier produces the goods itself or purchases them from other suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the general terms of purchase apply - in the version valid at the time of the purchaser's order or in any case in the version last notified to the supplier in text form - as a framework contract which includes similar future contracts without us having to refer to them again in each individual case.

(3) These general terms of purchase have exclusive application. Any deviating, conflicting or supplementary general terms and conditions of the supplier will only become part of the contract if and to the extent that we have expressly agreed to their application in writing. This requirement of agreement on our part will apply in every case, for example even if we accept the supplier's deliveries without reservation in the knowledge of the supplier's general terms and conditions.

(4) Individual agreements made with the supplier in specific cases (including ancillary agreements, supplements and modifications) will always take precedence over these general terms of purchase. Subject to proof to the contrary, a written contract or our written confirmation will be decisive in terms of the contents of such agreements.

(5) Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). This does not affect statutory formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration.

(6) References to the applicability of statutory provisions will only have a clarifying meaning. Even without such clarification, such statutory provisions will apply unless they are directly amended or expressly excluded in these general terms of purchase.

## **§ 2 Conclusion of contract**

(1) Our orders will apply as binding at the earliest upon written submission or confirmation. Before accepting the order the supplier must inform us of any obvious errors (e.g. spelling mistakes and incorrect calculations) and incompleteness of the order or the order documents, so that we can correct or complete the order; otherwise the contract will be regarded as not having been concluded.

(2) It is the responsibility of the supplier to confirm our order in writing within a period of 3 days or, in particular, to implement it unconditionally by dispatching the goods (acceptance). If the supplier does not confirm the order in text form (email or fax) within 14 days of receipt, the order can be revoked. In the event of revocation, the supplier will not be entitled to any claims for damages, reimbursement of costs or the like due to the fact that the transaction was not effected.

A delayed acceptance will apply as a new offer and require confirmation by us.

## **§ 3 Delivery time and delays in delivery**

(1) The delivery time stated by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it will be 2 weeks from the conclusion of the contract. The supplier is obliged to inform us immediately in writing if - for whatever reason - it is unlikely to be able to meet the agreed delivery times.

(2) If the supplier does not provide the goods/service or does not provide the goods/service within the agreed delivery time, or if the supplier is in default, our rights - in particular to withdraw from the contract and to claim damages - will be determined in accordance with the statutory provisions. The provisions of Section 3 will remain unaffected.

(3) If the supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for damage caused to us by the default in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The supplier will have the right to prove that no damage at all or only significantly lower damages have been incurred.

## **§ 4 Performance, delivery, transfer of risk, default of acceptance**

(1) The supplier will not be entitled to have the service it owes rendered by third parties (e.g. sub-contractors) without our prior written consent. The supplier will bear the procurement

risk for its services unless otherwise agreed in individual cases (e.g. restriction to existing stock).

(2) Delivery will be made "free house" within Germany to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery is to be made to our publishing house's distribution centre in Blaufelden. The relevant place of destination is also the place of performance for the supply and any subsequent performance (obligation to deliver).

(3) Unless otherwise agreed, delivery and performance will be made in accordance with our terms of dispatch and delivery, which are attached to this agreement as an **annex**.

(4) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity), the type and condition as well as, in the case of merchandise, the relevant EAN / GTIN / barcodes and our order identifier (date and number), including the edition number (if available). Any costs incurred for the preparation of delivery notes will be borne by the supplier. If the delivery note is missing or incomplete, we will not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same contents must be sent to us separately from the delivery note.

(5) The risk of accidental loss and accidental deterioration of the goods will be transferred to us upon hand-over at the place of performance. If acceptance has been agreed, this will be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services will also apply accordingly in the event of acceptance. If we are in default of acceptance, this will be regarded as equivalent to hand-over or acceptance.

(6) If we are in default of acceptance, the statutory provisions will apply. However, the supplier must also expressly offer us its goods/services if a specific or determinable calendar date has been agreed for an action or cooperation on our part (e.g. provision of materials). If we are in default of acceptance, the supplier can demand compensation in accordance with the statutory provisions (§ 304 BGB) for any additional expenses incurred. If the contract relates to a non-fungible item to be manufactured by the supplier (custom-made production), the supplier will only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

## **§ 5 Prices and terms of payment**

(1) The price stated in the order is binding. Insofar as the goods are not subject to fixed book prices, all prices will be understood to be net.

(2) Changes in the price of goods not subject to fixed prices must be notified to us in writing at least 12 weeks before the planned change.

(3) Unless otherwise agreed in individual cases, the price includes all services and ancillary services to be provided by the supplier (e.g. assembly, installation), as well as all ancillary costs (e.g. correct packaging and transport costs including any transport and liability insurance).

(4) The agreed price will be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a correct invoice. If we make payment within 14 calendar days, the supplier will grant us a 3% discount on the net amount of the invoice, unless other terms have been agreed in writing. In the case of bank transfer, payment will be deemed to have been made on time if our remittance order is received by our bank before the expiry of the payment deadline. We will not be responsible for any delays caused by the banks involved in the payment process.

(5) We will not be liable for interest on arrears. The statutory provisions will apply to any delay in payment.

(6) We will be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we will have the right to withhold payments due for as long as we are entitled to claims against the supplier arising from incomplete or defective performance.

(7) The supplier will have a right of set-off or retention only in respect of counter-claims which have been established by a court of law or which are undisputed.

## **§ 6 Confidentiality and retention of title**

(1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the performance of the contract and are to be returned to us after completion of the contract. The documents must be kept secret from third parties, even after the end of the contract. The obligation to maintain secrecy will only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The above provision will apply correspondingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, models, samples and other objects which we provide to the supplier for production. Such items must - as long as they

are not processed - be stored separately at the supplier's expense and insured to a sufficient extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) by the supplier of goods provided by us will be carried out on our behalf. The same will apply in the event of further processing of the goods supplied by us, so that we will be classed as producers and acquire ownership of the product at the latest with the further processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us will be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer from the supplier to transfer ownership conditional on payment of the purchase price, the supplier's retention of title will expire at the latest on payment of the purchase price for the goods supplied. We will remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising from this (or alternatively, application of the simple reservation of title extended to the resale). Accordingly all other forms of retention of title, in particular the extended retention of title, the transfer of title and the retention of title extended to further processing, are excluded.

## **§ 7 Deficiencies of supply**

(1) Unless otherwise stipulated below, the statutory provisions will apply to our rights in the event of material defects and defects of title in the case of the goods (including incorrect and short delivery as well as improper assembly, defective assembly or operating instructions) and in the event of other breaches of duty by the supplier.

(2) In accordance with the statutory provisions, the supplier will be liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of risk to us. In any case, those product descriptions which are the subject of the relevant contract - in particular by designation or reference in our order or which were included in the contract in the same way as these general terms of purchase - will apply as an agreement on specific quality features. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

(3) Notwithstanding § 442 (1) Sentence 2 BGB, we will also be entitled to unrestricted claims for defects if due to gross negligence we remained unaware of the defect at the time of conclusion of the contract.

(4) The statutory provisions (§§ 377, 381 of the German Commercial Code - HGB) will apply to the commercial duty to inspect and give notice of defects with the following proviso: our duty to inspect the goods will be limited to defects which become apparent during the incoming goods inspection under external examination of the goods and delivery documents (e.g. transport damage, incorrect and short delivery), or which are recognisable during a quality inspection by random sampling. If acceptance has been agreed, there will be no obligation to inspect. In all other respects, notification of defects will depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered at a later stage remains unaffected. Irrespective of our duty to inspect the goods, a complaint (notice of defect) will be regarded as having been made in good time if it is sent within ten (10) working days from discovery of the defect or, in the case of visible defects, from the date of delivery.

(5) If in accordance with their nature and intended use the goods were installed in another item or attached to another item, subsequent performance will also include the removal of the defective goods and their re-installation. Our statutory claim to reimbursement of corresponding expenses will remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance will be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect will remain unaffected. In this respect, however, we will only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

(6) Notwithstanding our statutory rights and the provisions of Section 5, the following will apply: if the supplier fails to fulfil its obligation to remedy the defect - at our discretion either by correcting the defect (rectification) or by delivering a defect-free item (replacement) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement from the supplier of the expenses required for this purpose or a corresponding advance payment. If subsequent performance by the supplier fails or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set. We will inform the supplier of such circumstances without delay, if possible in advance.

(7) Furthermore, in the event of a material defect or defect of title, we will be entitled to reduce the purchase price or to withdraw from the contract in accordance with the applicable statutory provisions. In addition, we will be entitled to claim damages and reimbursement of expenses in accordance with the applicable statutory provisions.

## **§ 8 Supplier recourse**

(1) In addition to any claims for defects, we will be entitled without restriction to the statutory rights of recourse within the supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 BGB). We will in particular be entitled to demand exactly the type of supplementary performance (repair or replacement) from the supplier which we owe our customer in the individual case. Our statutory right of choice (§ 439 Section 1 BGB) will not be restricted by this.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a Section 1, 439 Sections 2 and 3 BGB), we will notify the supplier and request a written statement, briefly explaining the facts of the case. If a satisfactory statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted will apply as owed to our customer. In this case, the supplier will have the burden of proof to the contrary.

(3) Our claims arising from supplier recourse will also apply if the defective goods have been further processed by us or another company, e.g. by incorporation into another product.

## **§ 9 Producer liability**

(1) If the supplier is responsible for product damage, it must indemnify us against third-party claims to the extent that the cause of the damage lies within its sphere of control and organisation, and it is liable itself in relation to third parties.

(2) Within the scope of its indemnification obligation, the supplier must reimburse any expenses in accordance with Sections 683, 670 BGB arising from or in connection with a claim by a third party, including recall actions carried out by us. We will inform the supplier about the content and scope of the recall measures - insofar as this is possible and reasonable - and give the supplier the opportunity to comment. Further legal claims will remain unaffected.

(3) The supplier must take out and maintain product liability insurance with a lump sum coverage of at least EUR 5 million per case of personal injury/property damage.

## **§ 10 Statutory limitations**

(1) Unless otherwise stipulated below, the mutual claims of the contracting parties will become statute-barred in accordance with the applicable statutory provisions.

(2) In deviation from § 438 Section 1 No. 3 BGB, the general limitation period for claims for defects will be 3 years from the transfer of risk. If acceptance has been agreed, the limitation

period will commence upon acceptance. The 3-year limitation period will also apply correspondingly to claims arising from defects of title, without prejudice to the statutory limitation period for third party claims in rem for surrender of property (§ 438 Section 1 No. 1 BGB). In addition, claims arising from defects of title will in no case become time-barred as long as a third party can still assert a claim against us - in particular in the absence of a limitation period.

(3) The limitation periods of commercial law including the above extension will apply - to the extent provided by law - to all contractual claims for defects. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) will apply, unless the application of the limitation periods under commercial law leads to a longer limitation period in individual cases.

## **§ 11 Choice of law and place of jurisdiction**

(1) The laws of the Federal Republic of Germany will apply to these general terms of purchase and the contractual relationship between us and the supplier, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the supplier is a business within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive domestic and international place of jurisdiction for all disputes arising from the contractual relationship will be our registered office in Hamburg. The same will apply if the supplier is a business within the meaning of § 14 BGB. However, we will also have the right in all cases to bring an action at the place of performance of the delivery obligation in accordance with these general terms of purchase or a prior individual agreement, or at the general place of jurisdiction of the supplier. This is without prejudice to any overriding statutory provisions which may apply, in particular with regard to exclusive jurisdiction.

## Annex: Terms of Shipping and Delivery

### 1. Delivery address:

Sigloch Distribution GmbH & Co KG.  
AAP Lehrerwelt GmbH – Tor 30-34  
Am Buchberg 8  
74572 Blaufelden  
Germany

**Information:** Business hours 08.00 - 15.00 Mon.-Fri.

Deliveries are not possible on Saturday or on Sundays/holidays.

### 2. Delivery of goods:

- a. The **pallet height** should be max. 1.45 m, incl. pallet and cover.
- b. The **pallet weight** should be max. 800 kg.
- c. The delivery always has to be made in cartons of the same type.
- d. Each delivery has to be accompanied by a delivery note. Delivery notes must always be attached to the outside of the consignment.
- e. **Mixed pallets** are possible, provided that packaging in cartons of the same type can be guaranteed.
- f. **Advance notification** is not necessary for up to 10 pallets. For more than 10 pallets, please notify us at least one day before delivery by email to the following address: [wareneingang2@sigloch.de](mailto:wareneingang2@sigloch.de). Container deliveries from overseas always require advance notification.
- g. **Loading ramp/lifting platform:** our warehouse has loading ramps. The pallets should be loaded in such a way that the unloading of the truck can be done from the back with the help of electric lift trucks.
- h. Each product has to be individually marked with an EAN and/or our order number. Otherwise the delivery of the products cannot be accepted.

3. In correspondence, on invoices, order confirmations and delivery notes, please always quote **our order numbers directly next to your order numbers**. Invoices are to be sent as a PDF by email to the address: [rechnung@lehrerwelt.de](mailto:rechnung@lehrerwelt.de). They should not be sent by post. In cases where it is not possible to manage two AAP Lehrerwelt email addresses in a system, please send the invoice to the email address of the relevant clerk.
4. Delivery should be made to the delivery address stated in the order. In case of misaddressing, you will be responsible for the costs and organisation of forwarding or collecting the misdirected goods.
5. Goods delivered incorrectly or in excess have to be collected from our warehouse at your expense.