

General Delivery and Payment Terms and Conditions

1. Scope of application

1.1. In its capacity as wholesaler, Libri GmbH (“**Libri**”) is engaged in the sale of goods to retailers (“**Business Partner**”, Libri and the Business Partner are hereinafter also called “**Party**” and together “**Parties**”) who, in turn, resell such goods to end customers (“**Sale of Goods**”). Apart from that and particularly in connection with goods and the Sale of Goods, Libri is offering several products and services, including the transport of goods (“**Transport Services**”) and the provision of software systems. The Business Partner is a natural or legal person or partnership with legal personality acting in performance of his, her or its commercial or self-employed professional activity (entrepreneur).

1.2. All offers, deliveries and services made or carried out by Libri in the context of the Sale of Goods and other products and services according to clause 1.1 (“**Subject Matter of the Agreement**”) shall exclusively be based on these General Delivery and Payment Terms and Conditions (“**DPT**”). The DPT shall form an integral part of any and all agreements made between the Parties and relating to the Subject Matter of the Agreement. Unless otherwise agreed upon, the DPT shall also be the framework agreement for all future offers, deliveries or services of Libri to the Business Partner in connection with the Subject Matter of the Agreement even if Libri does not explicitly refer to such DPT in every individual transaction.

1.3. These DPT shall not entitle the Business Partner to claim a conclusion of agreements concerning goods, products and/or services with Libri. Libri shall be free to decide upon corresponding offers of the Business Partner according to clause 2.

1.4. These DPT shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Business Partner may become an integral part of the agreement only if and to the extent that Libri gives its explicit consent thereto either in writing or in text format. This requirement for approval shall apply in any case, particularly also if and when Libri carries out the delivery to the Business Partner without reservation and in knowledge of existing general terms and conditions of the Business Partner.

1.5. Separate product or service agreements as well as Individual Agreements made between the Parties in individual cases, including side agreements, amendments and changes, shall take precedence over these DPT. With respect to the contents of such agreements as well as for potential changes and amendments, an agreement or, as the case may be, a confirmation by Libri in writing or text format shall be authoritative. In this respect, the formal requirements provided for in clause 18.1 shall apply. Even an actual deviating behaviour on the part of Libri or the Business Partner shall have no effect on the provisions in these DPT and any separate agreements within the meaning of the preceding sentence.

2. Orders and agreement conclusion

2.1. Libri shall provide the Business Partner with an internet portal (“**Customer Portal**”) by means of which the Business Partner may conclude and administer Libri’s offers, deliveries or services to the Business Partner within the framework of the Subject Matter of the Agreement, as well as separate product or service agreements, to the extent that they are included in the functions of the Customer Portal. The use of the Customer Portal shall be subject to special conditions of use, the most recent version of which shall be available at <https://mein.libri.de/en/Terms%20of%20use.html>.

2.2. In addition to agreeing to these DPT, further requirements have to be met by the Business Partner prior to being able to place Orders, and Libri shall give the Business Partner notice of such requirements. They shall particularly include the proper opening of an account with Libri, and the determination of a credit limit and a security deposit.

2.3. Libri’s offers shall be subject to change and non-binding. This shall also apply if Libri has provided the Business Partner with catalogues, other product descriptions or documents. Libri shall continue to retain ownership of any and all rights and intellectual property rights to documents provided by Libri to the Business Partner.

2.4. If and when the Business Partner orders goods either with or without Transport Services (“**Order**”), the latter shall be deemed to have provided Libri with a binding offer to conclude a purchase agreement with respect to the ordered goods and, where applicable, their transport according to clause 3 (“**Offer of Agreement**”). Orders shall be placed electronically by making use of enterprise resource planning and ordering systems appropriate for this purpose, of the Customer Portal or the electronic data interfaces provided by Libri. Orders by phone or other written Orders (by fax or letter) shall be accepted by Libri during longer lasting interruptions of the aforementioned electronic systems only. A confirmation of receipt transmitted by Libri to the Business Partner shall not constitute an Acceptance of the Order on the part of Libri. In the event of phone or electronic Orders, the Business Partner shall bear the risk of any failures occurring during the transmission to Libri.

2.5. Unless otherwise specified in the Order and provided that no reservation has been made, Libri shall be entitled to accept the Offer of Agreement within five (5) working days after receipt by Libri (“**Acceptance**”). The Order shall be deemed to have been accepted upon commencement of Order execution on the part of Libri, as a rule within one working day. The Business Partner shall waive receipt of an acceptance notice by Libri. By delivering goods to the Transporting Party according to clause 3.4 Libri

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shall be deemed to have declared its Acceptance towards the Business Partner. The purchase agreements concluded between the Parties with respect to goods (either with or without Transport Services) shall hereinafter be called **Individual Agreements**.

2.6. Orders of obligatory continuations shall oblige the Business Partner to purchase the corresponding complete work during the minimum term.

2.7. Upon commencement of the business relationship, Libri shall fix a credit limit for the Business Partner and verify and adjust it in regular intervals. If such credit limit is exceeded, Libri shall stop the delivery of goods without prior announcement. In addition, Libri shall at its reasonable discretion reserve the right to require the Business Partner to provide a security deposit to Libri's satisfaction at any time as a condition for delivering goods. In principle, Libri shall request the provision of a security deposit upon commencement of the business relationship. The Business Partner shall be obliged to provide proof of the security deposit to Libri's favour prior to placing the first Order following a corresponding request by Libri. The amount of the credit limit and of the security deposit to be provided shall be determined at the reasonable discretion of Libri.

3. Delivery and transfer of risk

3.1. Unless Libri has indicated delivery dates or terms and unless otherwise agreed upon between the Parties, the term for deliveries within Germany shall usually amount to one (1) working day after Acceptance.

3.2. Libri shall be entitled to make partial deliveries if the Business Partner has chosen an immediate delivery or if partial deliveries are reasonable for the Business Partner. Partial deliveries shall particularly be regarded as reasonable if and to the extent that the Business Partner can make use of a partial delivery within the framework of the contractual purpose without being forced to make considerable additional efforts and/or without incurring considerable additional expenses.

3.3. In the event that (i) Libri is not able to deliver goods to the Business Partner within the delivery term according to clause 3.1 or (ii) as individual works are definitely out of stock with the manufacturer, Libri shall give the Business Partner immediate notice of the delivery obstacle and, if possible, inform the latter about the estimated delivery date or term. In case of non-availability, Libri shall be entitled to withdraw from the agreement either in whole or in part; any payments already made by the Business Partner shall be returned by Libri without any delay. A case of delivery hindrance in this sense particularly applies to the late delivery by Libri's suppliers, provided that Libri has concluded a congruent hedging transaction. The statutory rescission and termination rights of Libri, the statutory provisions on agreement implementation in the event of an exclusion of the duty to perform (e.g. impossibility or unreasonableness of agreement performance and/or subsequent performance) as well as the rescission and termination rights of the Business Partner according to clause 12 shall remain unaffected.

3.4. Goods shall be delivered by Libri ex warehouse to the Business Partner unless the latter has provided Libri with a deviating delivery address when placing the Order, particularly an address of an end customer of the Business Partner ("**Direct Shipment**").

3.5. The risk of accidental loss and accidental deterioration as well as the delay risk shall pass over from Libri to the Business Partner at the time of delivery - ex ramp - to the forwarding agent, the carrier or another person or company appointed for carrying out the transport ("**Transporting Party**"). This shall also apply if Libri maintains a contractual relationship with the Transporting Party or bears the costs for the shipment.

3.6. Unless otherwise specified, the Business Partner shall bear the costs of transportation ex warehouse according to Libri's transport charges valid at the time being as well as the costs for a transport insurance policy, if any, desired by the Business Partner. Any customs duties, charges, taxes and other public levies shall be borne by the Business Partner. Irrespective of a surrender of goods to the Transporting Party, the risk of accidental loss shall pass over to the Business Partner if the latter is in default of acceptance.

3.7. Libri shall be entitled to determine the kind of shipment, particularly the Transporting Party, the shipment route and the packaging. Delivery of goods via the book delivery service can take place only if, at the sole discretion of Libri, it has been ensured that (i) the respective location will be reached by the book delivery service, (ii) the requirements in terms of economic efficiency within the framework of Orders have been met and (iii) the Parties maintain a sufficient commercial relationship.

3.8. If the delivery of goods to the Business Partner takes place in reusable containers, Libri shall continue to be the owner of such containers.

3.9. If the Business Partner or, in case of a Direct Shipment, the end customer of the Business Partner is in delay with the acceptance of goods, refrains from cooperating in any manner or if the delivery is delayed for any other reason of which the Business Partner or, in case of a Direct Shipment, the end customer is liable for, Libri shall be entitled to request the Business Partner to pay compensation for the damages resulting therefrom, including additional expenses (e.g. costs for unsuccessful delivery).

4. Further duties of the Business Partner

4.1. If the Business Partner makes use of Transport Services within the framework of the Sale of Goods, it shall comply with the provisions set forth in the VerpackG [German Packaging Act] applicable to the Business Partner. To the extent provided for by law, the Business Partner shall particularly (i) register properly with the Central Agency for the Packaging Register (Section 9 VerpackG), (ii) fulfil its system contribution duty (Section 7 f. VerpackG) and (iii) give Libri immediate notice of any necessary information and changes of this information (e.g. with respect to the registration including LUCID number and system participation). In its

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relationship to the Business Partner, Libri shall not be obliged to perform if the Business Partner fails to comply with its duties arising from the VerpackG or its contractual duty to render information.

4.2. With respect to the reusable containers (including plastic totes and other reusable transport packaging units), the Business Partner shall be obliged (i) to treat them with care, (ii) to empty them immediately after delivery of the goods and (iii) to make them available for collection immediately after being emptied. The forwarding of reusable containers to third parties or their use for internal purposes of the Business Partner shall be prohibited. The Business Partner is liable for damage to the reusable containers and/or their loss, and the Business Partner shall be obliged to pay compensation in the amount of the respective reinstatement value of the reusable containers (subject to other potential damage items).

4.3. Unless otherwise agreed upon between the Parties, the Business Partner shall make use of the ordering channels indicated in sentence 2 of clause 2.4 for implementing and performing agreements about goods with or without Transport Services, including cancellations, if any.

4.4. Information relevant for agreement performance or changes of such information (e.g. in case of a change to the company name of the Business Partner that affects invoicing) shall be reported to Libri by the Business Partner without any delay.

4.5. Within the scope of what is legally permissible, the Business Partner shall, in its relationship to its agreement partners (particularly end customers), be obliged to limit the warranty as much as possible. Especially if the Business Partner sells goods with digital elements to end customers who are consumers, and the digital element agreed upon consists of the provision of a digital service, as defined in Section 475c BGB [German Civil Code], the Business Partner shall be obliged to ensure that the period of the provision of the digital service, as agreed upon with the end customer, is limited to the statutory minimum period of two (2) years.

4.6. If the Business Partner fails to comply with its duties according to this clause 4, Libri shall be entitled to charge the Business Partner for any efforts, expenditure and damage resulting therefrom.

5. Returns

5.1. The handling of returns and reshipments shall depend upon Libri's return rules valid at the time being (available at: <https://www.libri.de/en/downloads/>). The return rules shall form an integral part of these DPT (i) in their respective version valid at the time being and (ii) with regard to the respective return type (to this extent, the respective separate return rules of Libri shall apply) and shall be made accessible for the Business Partner in writing or text format prior to the first Order. Returns made without compliance with the return rules valid at the time being cannot be processed by Libri. In addition, the Business Partner shall be obliged to comply with the return processes according to the return forms which may be ordered by the Business Partner without charge via the electronic ordering system.

5.2. The payment of invoices may only be reduced by the value of the returned item(s) after Libri has issued a due credit note. On the basis of such credit note, the respective claim shall be deemed to be an undisputed claim between the Parties (clause 9.4).

6. Rendering of accounts

6.1. Libri shall generally consolidate all delivery notes for wholesale goods delivered with a delivery note into a collective invoice three times per calendar month. With respect to other products and services, Libri shall be permitted to issue individual or monthly invoices.

6.2. The Business Partner agrees that, in order to conserve resources, Libri may send invoices and other supporting documents by electronic means, in particular by email or via the Customer Portal. If the Business Partner wishes to receive invoices or other supporting documents as physical copies and, for this reason, Libri issues invoices and other supporting documents as physical copies, the Business Partner shall pay a fee of EUR 60.00 per year to Libri.

6.3. The Business Partner shall be obliged to check invoices immediately upon receipt and to give Libri notice of potential incorrect debiting transactions or other discrepancies, in writing or text format without any delay, but in any case within one (1) week after invoice receipt. The notice by the Business Partner shall be deemed to have been given in due time if it has been sent within the prescribed term. An invoice that hasn't been disputed immediately shall be considered as accepted by the Business Partner.

7. Prices

7.1. Prices in the electronic catalogue data, electronic updates, compendia and advertising materials used by Libri shall reflect the status that existed at the time of the respective editorial deadline. Such status shall be subject to errors, unless such errors consist of calculation errors or miscalculations Libri is liable for. Legally fixed retail prices shall be complied in accordance with the BuchPrG [German Act on Fixed Books Prices].

7.2. The fixed retail price or the recommended retail price valid at the date of the removal of the goods from Libri's warehouse shall form the basis for the purchase price to be paid to Libri by the Business Partner. To this extent, the purchase price initially indicated to the Business Partner may be subject to change. In case of backorders not subject to fixed retail prices, Libri shall only pass on potential price changes to the Business Partner if the posting of the receipt of the article by Libri fails to take place within fourteen (14) days after Libri receives the Order. In case of backordered purchase to order articles that are not bound to fixed retail prices (reporting keys 18 and 97), this period is twenty-eight (28) days.

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7.3. To the extent that suppliers adjust their prices towards Libri, the latter shall reserve the right to adjust its prices towards the Business Partner. This shall be admissible only if Libri is not liable for the supplier's price adjustment and this price adjustment of the supplier could not already be foreseen at the time of conclusion of the respective agreement between the Parties. The Business Partner shall ensure that legally binding commitments on its part towards end customers are entered only after actual delivery of the goods by Libri.

8. Terms of payment

8.1. Invoices for goods are due for net payment without any deductions within thirty (30) days after date of invoice. In case of payment within seven (7) days, Libri shall grant the Business Partner a cash discount of 2 % on the amount of the invoice for the goods if (i) the current accounts of the Business Partner do not show any overdue amounts and (ii) the Business Partner settles the invoices by way of the SEPA Business to Business Direct Debit Scheme by having the amount collected from the Business Partner's bank account. If the Business Partner fails to take part in the SEPA Business to Business Direct Debit Scheme, a cash discount of 1 % shall be granted by Libri in case of payment within seven (7) days, always provided that the requirement according to (i) has been met. All other products and services invoiced by Libri towards the Business Partner, including Transport Services, shall become due for payment without any deductions within ten (10) days after invoice date. The invoice shall show the VAT amounts pursuant to statutory provisions.

8.2. Unless otherwise agreed upon between the Parties, invoices shall be settled within the framework of the direct debit scheme by collecting the respective amount from the Business Partner's bank account. In the event of payment by direct debit, the Business Partner shall grant Libri the required SEPA Direct Debit Mandate and ensure that sufficient funds are on its bank account when payment becomes due. In the invoice, the Business Partner shall receive a prenotification with respect to the expected debiting transaction. This prenotification shall be made in such a timely manner so that the Business Partner receives it no later than two (2) banking days prior to the debiting transaction.

8.3. If, at the time of settlement of the invoice, a cash discount was granted, the related credit entries for shortages, returns and bonuses have to be reduced by the corresponding cash discount. To the extent that the direct debit scheme has been agreed upon for the business relationship, Libri shall ensure a proper cash discounting and debiting as of the discount date.

8.4. No cash discount shall be granted for payments available to Libri after the expiration of the cash discount deadline. The risk of a payment in due time due to postal and bank transit times shall be borne by the Business Partner as payer.

8.5. Payments made by means of a direct debit scheme shall, subject to the usual proviso, be accepted for payment only. The payment obligation of the Business Partner towards Libri shall be deemed to have been fulfilled only after the invoice amount has been credited without any reservations on one of Libri's bank or postal current accounts. Payment in a foreign currency shall be credited according to the bank bill. Exchange rate differences and transfer charges shall be borne by the Business Partner as payer.

8.6. Direct debit schemes and self-payments (remittance) only shall be accepted as payment means.

8.7. Despite deviating repayment provisions of the Business Partner, Libri shall be entitled to credit payments in the first instance to older debts, then to costs, followed by interest and, at last, to the Business Partner's payment obligation arising from the respective Order. In the event of payments relating to goods delivered subject to title reservation, the goods already resold by the Business Partner shall, in principle, be regarded as paid (in the amount by means of which the payment covers the respective value of the goods).

8.8. If the Business Partner fails to comply with payment terms, or if after agreement conclusion, it turns out that Libri's payment claim arising from the agreement is at risk due to a lack of the Business Partner's ability to perform, particularly in case of a petition for opening insolvency proceedings against the assets of the Business Partner or because the Business Partner did not fulfil existing payment obligations towards third parties, Libri shall - contrary to the payment conditions agreed upon or provided for in clause 8.1 - be entitled to request a total or partial advance payment or a provision of a security deposit in connection with all claims due or not yet due. In addition, Libri shall be entitled to refuse performance according to statutory provisions until the advance payment has been made or the security deposit has been provided and to rescind the agreement pursuant to Section 321 BGB, where applicable, after having set a deadline; the statutory provisions on the dispensability of the deadline shall remain unaffected.

8.9. If instalments have been agreed upon, the entire outstanding amount shall become due for payment without any further reminder if and when the Business Partner is in default of payment of a full instalment or a substantial portion thereof for more than one (1) week. The same shall apply if the opening of insolvency proceedings has been applied for against the assets of the Business Partner or if the latter provides an affidavit relating to its assets.

8.10. In the event that the Business Partner is in default of payment of two consecutive collective invoices and/or of individual invoices the amount of which exceeds the average monthly turnover determined on the basis of the monthly sales of the previous six (6) months and/or if the entire liability becomes due according to clause 8.9, any and all Business Partner-specific terms and conditions agreed upon and not yet finally settled shall cease to apply.

8.11. Place of payment shall be Hamburg.

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9. Delay in payment

9.1. The Business Partner shall be deemed to be in default of payment upon expiry of the payment term provided for in clause 8.1. A reminder on the part of Libri shall not be required for the occurrence of a delay in payment.

9.2. For the period of the delay, the Business Partner shall be obliged to pay interest on the outstanding amount at a rate of nine (9) percentage points above the basic interest rate according to Section 288 (2) BGB. Libri reserves the right to prove and assert a higher damage. This shall also apply to the assertion of interest at maturity according to Section 353 HGB [German Commercial Code].

9.3. As of the time of the Business Partner's default, Libri shall be entitled to assert any and all rights arising from title reservation according to clause 10.

9.4. The Business Partner's rights towards Libri to offset or retain payments may be exercised only if the underlying claims are undisputed or have been established with legal effect.

10. Title reservation

10.1. Libri shall reserve title to the delivered goods ("**Retained Goods**") until complete payment of any and all present and future claims arising from the contractual relationship and a running business relationship ("**Secured Claims**") between the Parties. This shall also apply if individual or all claims of Libri have been included in an open account and the account has been balanced to date and accepted. In case of an open account, the Retained Goods shall serve to secure the balance claim.

10.2. Prior to complete payment of all Secured Claims, the Retained Goods must neither be pledged to the favour of third parties nor assigned by way of security. The Business Partner shall give Libri immediate written notice if and to the extent that third parties actually access the Retained Goods. In the meantime, the Business Partner shall be obliged to take all measures that must not be delayed for securing Libri's claims and rights.

10.3. If the Business Partner's conduct results in an infringement of the agreement concluded with Libri, particularly a failure to pay due invoices or collective invoices, Libri shall, pursuant to statutory provisions, be entitled to rescind the agreement and to request a surrender of the Retained Goods. This shall also apply if a petition for opening insolvency proceedings against the Business Partner's assets has been filed. Libri may assert such rights only after having granted the Business Partner a reasonable period for payment that expired without success or if such period is no longer necessary according to statutory provisions.

10.4. In accordance with the provisions set forth in clause 3, the Business Partner shall bear the full risk for the Retained Goods. The Business Partner shall at any time be obliged to give Libri information - where appropriate, also in writing - about the stock of Retained Goods and to treat such goods with reasonable care. The Business Partner shall be obliged to adequately insure the Retained Goods against the usual risks (particularly fire, theft). Claims arising from a damage event, particularly claims against the insurers, shall already now be assigned to Libri by the Business Partner in order to secure Libri's claims up to the amount owed to Libri. Libri accepts this assignment.

10.5. The Business Partner shall be entitled to resell and/or process the Retained Goods in the ordinary course of business by complying with the following provisions. In this context, the Business Partner shall, in turn, reserve title to the Retained Goods towards third parties until complete payment of the purchase price.

10.5.1. Title reservation shall also cover the entire value of products resulting from processing, mixing or combining Retained Goods with other goods. Libri shall be deemed to be the manufacturer of such products. If, in case of processing, mixing or combining Retained Goods with goods of a third parties, the latter's ownership rights shall continue to exist and Libri shall acquire co-ownership in such products in proportion of the invoice values of the processed, mixed or combined Retained Goods to the respective products of the third party. In any other respect, the resulting products shall be subject to the same provisions as the Retained Goods.

10.5.2. For security purposes, the Business Partner shall assign the claims arising towards third parties from a resale of Retained Goods or of the product already now to Libri in total or, as the case may be, in the amount of the potential co-ownership share, according to the preceding paragraph. Libri accepts this assignment. With respect to the assigned claims, the Business Partner's duties according to clause 10.2 shall also apply.

10.5.3. The Business Partner shall, apart from Libri, continue to be authorised to collect claims. To this extent, Libri undertakes to refrain from collecting claims as long as the Business Partner (i) completely fulfils its payment obligations arising from the agreement with Libri, (ii) is not in default, (iii) does not file a petition for opening insolvency proceedings and (iv) there is no other deficiency with respect to his ability to perform. If one of the aforementioned cases occurs, Libri may request the Business Partner (i) to inform Libri immediately about the assigned claims and the respective debtors, (ii) provides all details required for collection, (iii) surrenders the respective documents and (iv) gives the debtors (third parties) notice of the assignment. Libri is hereby authorised to give the Business Partner's customers notice of the assigned claims.

10.5.4. The Business Partner shall forward any amounts received to Libri without any delay if Libri's claim against the Business Partner has already become due for payment. The authorisation to resell Retained Goods and to collect the respective claims towards third parties according to clause 10.5.3 shall cease to exist as soon as a petition for opening insolvency proceedings against the Business Partner's assets has been filed. In this case and in the event of safeguard measures ordered by the insolvency court, every legal and factual disposition of the Retained Goods by the Business Partner shall become subject to the prior written consent of Libri.

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10.5.5. In the event that the Business Partner receives bills of exchange or cheques from third parties when reselling Retained Goods, it shall assign the claims towards third parties based on bills of exchange or cheques to Libri in the amount of the claim assigned by it in connection with the resale of Retained Goods. Libri accepts this assignment. The Business Partner hereby assigns title to the bills of exchange and cheques to Libri. The Business Partner shall hold the documents in custody for Libri.

10.6. Upon the Business Partner's request, Libri shall release securities (such as Retained Goods) according to its own choice if the realisable value of the securities exceeds Libri's claims by more than 10 %. The statement of release shall be subject to the written form.

10.7. In the event of a rescission according to clause 10.3 and for the purpose of inspecting and assessing the Retained Goods, the Business Partner grants Libri already now the right, (i) to enter the Business Partner's business rooms and storage and delivery premises and, (ii) where appropriate, remove the Retained Goods from such locations if the requirements for such an approach are met according to these DPT. To this effect, the Business Partner waives its rights it might be entitled to due to unlawful interference.

11. Liability

11.1. A liability on the part of Libri towards the Business Partner pursuant to Sections 327-327s BGB and/or Sections 474-477, 479 BGB (Digital Law of Obligations) shall not exist.

11.2. The Business Partner's rights in case of product-related, material or title defects of goods shall be subject to statutory provisions, unless otherwise provided for, particularly in clause 12. The statutory special regulations in the event of a delivery of goods to a consumer shall in any case remain unaffected, particularly the provisions relating to a recourse to suppliers pursuant to Sections 327u, 445a, 445b, 478 BGB.

11.3. In all cases of contractual or non-contractual liability, Libri shall pay damages or reimburse wasted expenses according to clause 13 only.

12. Warranty

12.1. Libri shall not assume any liability for public statements of manufacturers or other third parties (e.g. advertising statements) with respect to the goods.

12.2. After the receipt of the goods, the Business Partner must inspect the goods immediately, particularly with regard to completeness, correctness and freedom from defects, and shall give Libri notice of any defects within a term of six (6) working days after receipt, in any case prior to a resale, either in written or text format, unless otherwise provided for in the return rules set forth in clause 5. In the event of Direct Shipments, the Business Partner shall inform Libri about any defects either in writing or in text format within a term of six (6) working days after the respective end customer has notified the Business Partner in this respect.

12.3. If the Business Partner fails to give notice of defects in due time, a liability on the part of Libri for the unnotified defect shall be excluded.

12.4. In case of an applicability of the return rules set forth in clause 5, the warranty shall be subject to such rules. In addition, the following shall apply:

In case of defects notified according to clause 12.2, Libri shall, by way of subsequent performance, fulfil the warranty by crediting the purchase price and the proportional transport costs. The Business Partner on its part shall grant Libri the time and opportunity for subsequent performance. Rejected goods shall be returned by the Business Partner to Libri in accordance with the return rules valid and applicable at the time being. Shortfalls shall be replaced only if proven by means of written affidavits given by the Business Partner's employees or the person appointed for transport purposes. In case of need, the goods shall be ordered once more.

12.5. If subsequent performance fails or if a period granted by the Business Partner for subsequent performance expires without success or can be waived in accordance with statutory provisions, the Business Partner may, at its own choice, request a reduction of the remuneration or, in the event of considerable defects, rescind the agreement with respect to the defective item only.

12.6. Any further claims of the Business Partner for damages or, as the case may be, compensation of wasted expenses, shall exclusively exist according to clause 13 and shall in any other respect be excluded.

13. Compensation for damage and futile expenses

13.1. Liability for services in the context of the Sale of Goods and other products and services (except for Transport Services if rendered by Libri to the Business Partner):

13.1.1. Liability in case of gross negligence shall be limited to the typically foreseeable damage for the kind of agreement. The aforementioned limitation of liability shall, however, not apply to the extent that the damage has been caused by Libri itself (e.g. via its legal representatives) or by its executive officers or if the damage is due to serious organisational faults on the part of Libri.

13.1.2. In the event of simple negligence, Libri shall only be liable for the infringement of contractual duties (i) the fulfilment of which forms the very basis for agreement performance, (ii) the violation of which jeopardises the attainment of the contractual purpose and (iii) the compliance of which may regularly be relied on by the Business Partner. In case of an infringement of material

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contractual obligations, liability shall be limited to damage events which must typically be expected whenever goods and products are transferred or, as the case may be, services are rendered.

13.1.3. Libri shall be liable for (i) damage caused intentionally, (ii) claims under the ProdhaftG [German Act on Liability for Defective Products], (iii) fraudulent concealments of defects, (iv) assumption of a quality guarantee as well as (v) injuries to life, body or health pursuant to the respective statutory provision without any applicability of the limitations of liability according to clauses 13.1.1 and 13.1.2. The foregoing shall apply *mutatis mutandis* for any acts carried out by persons employed by Libri for the fulfilment of its duties.

13.2. Liability for Transport Services in German domestic traffic unless Libri is also the seller of the goods:

13.2.1. The liability for Transport Services to be rendered by Libri for the Business Partner within the meaning of the HGB [German Commercial Code], particularly in case of damage or loss of goods to be transported, shall be subject to statutory provisions. In this context, the liability on the part of Libri shall, except for personal injuries, be limited in terms of quantity to two (2) special drawing rights for each kilogram of the transported goods.

13.2.2. If, within the framework of faulty Transport Services by Libri, only some of the carried goods have been lost or damaged, the maximum liability sum shall be calculated (i) on the basis of the total weight of the transported goods, if all of them have been depreciated, or (ii) on the basis of the weight of deteriorated goods, if only part of the carried goods has been damaged.

14. Force majeure

14.1. In the event that Libri is prevented from fulfilling its contractual obligations due to force majeure, such event shall not be regarded as breach of agreement and the periods set forth in or on the basis of the agreement shall be extended in line with the duration of the obstacle. Events of force majeure shall include any and all events which are beyond Libri's scope of influence, by means of which Libri is either totally or in part prevented from agreement performance, including fire damage, flood, strikes and lawful lockouts, sanctions, pandemics and epidemics as well as operational interruptions not caused by Libri or orders issued by public authorities. Supply problems and other disruptions in the performance on the part of Libri's sub-suppliers shall particularly be regarded as force majeure events if the sub-supplier, on its part, is prevented from rendering the service owed by it due to force majeure.

14.2. Libri shall give the Business Partner notice of the occurrence and end of force majeure events and make its best efforts for eliminating force majeure and limit its implications as far as possible and economically reasonable. Upon occurrence of force majeure events, the Parties shall coordinate their further actions and determine whether the goods or services which failed to be delivered or rendered during the time in question have to be delivered or rendered after the force majeure circumstances cease to exist.

15. Statute of limitation

15.1. Subject to special provisions in these DPT and the return rules, claims of the Business Partner based on material or title defects according to clause 12 shall, by way of derogation from Section 438 (1) no. 3 BGB, become time-barred within one (1) year of the respective delivery or provision of goods. This limitation period of one year shall also apply to all other claims of the Business Partner against Libri on the basis of these DPT.

15.2. Clause 15.1 shall not apply to claims of the Business Partner against Libri in case of a recourse to suppliers pursuant to Sections 327u, 445a, 445b, 478 BGB.

15.3. Likewise, clause 15.1 shall not apply to claims of the Business Partner for damages or compensation of wasted expenses in case of (i) clause 13.1.3, (ii) grossly negligent breaches of duty, (iii) defects of title, as provided for in Section 438 (1), sentence 1 no. 1a BGB as well as (iv) other legally compelling cases. In these events, the statutory limitation periods shall apply instead.

16. Termination

16.1. The DPT as well as any continuing obligations (*Dauerschuldverhältnisse*), if any, covered by the Subject Matter of the Agreement (such as, for instance, services going beyond a Sale of Goods) may be terminated by the Parties with four (4) weeks' notice, unless otherwise provided for in the individual case, particularly in the product and service agreements mentioned in clause 1.5, or in Individual Agreements made between the Parties in individual cases, particularly side agreements, supplementary agreements or amendments. Irrespective of the aforementioned notice period of four (4) weeks, however, the DPT shall not cease to be effective earlier than the product and service agreement with the longest duration and Individual Agreements made between the Parties in individual cases, particularly side agreements, supplementary agreements or amendments between the Parties.

16.2. The right to terminate for good cause according to Section 314 BGB without notice shall remain unaffected.

16.3. Good cause shall particularly exist if circumstances occur which, in consideration of the content and purpose of this agreement and the agreements made in connection with this agreement, would make it unreasonable for the terminating Party to continue the contractual relationship. Good cause for Libri shall, *inter alia*, exist (i) if the Business Partner violates one of its contractual obligations to a considerable degree (particularly by a delay in payment) or if circumstances exist which justifiably give rise to an expectation of such an infringement; (ii) if the Business Partner makes an attempt to assign claims against Libri to a third party if this is not allowed; (iii) if the financial circumstances of the Business Partner deteriorate or threaten to deteriorate more than only insignificantly (for instance, due to reductions of the insurance sum, a termination or deterioration of conditions of a

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credit insurance, a negative credit rating by a respected rating agency or due to a failure to make use of regularly used cash discounts); (iv) if the Business Partner ceases to make payments or states to intend to stop payments; or (v) if, due to current or threatening financial difficulties, negotiations with one or more important creditors of the Business Partner are commenced with the aim to relieve the debt situation of the Business Partner or to bring about debt sustainability (debt restructuring) or if the Business Partner agrees upon a moratorium or the like with its creditors in connection with its debts.

16.4. Apart from that, Libri shall be entitled to terminate for good cause if (i) a direct competitor of Libri acquires control over more than fifty percent (50 %) of the voting rights or the capital held in the Business Partner or (ii) acquires a dominating influence within the meaning of Section 17 AktG [German Companies Act] over the Business Partner. Direct competitors within the meaning of this clause 16.4 shall be book wholesalers and publishers' delivery services (*Verlagsauslieferungen*).

16.5. Every termination shall be subject to writing (personal signature).

16.6. The rights to claim damages shall remain unaffected by a termination.

17. Amendments

17.1. Libri may adjust the DPT at any time with effect for Individual Agreements to be concluded in future if Libri provides the Business Partner with the amended DPT (for instance, by post or email or by means of a message or link in the Customer Portal) in text format and the Business Partner concludes the respective Individual Agreement in the awareness of the amended DPT.

17.2. Likewise, Libri may change the DPT and agreements relating to the Subject Matter of the Agreement within the meaning of clause 1.2 at any time in case of continuing obligations (such as, for instance, services going beyond a Sale of Goods). In this case, Libri has to give the Business Partner notice of the changed contractual conditions in text format no later than three (3) weeks prior to their coming into effect. If the Business Partner does not explicitly object to the changed contractual conditions within three (3) weeks after receipt of the notice, they shall be deemed to have been accepted.

17.3. Libri shall not make any changes within the meaning of clause 17.2 which shift the ratio between service and consideration (equivalence) to a considerable degree to Libri's favour.

17.4. Apart from that, Libri shall draw the Business Partner's explicit attention to the significance of the period of three weeks and the possibility to raise objections when informing the latter about changed contract conditions.

17.5. If, within the meaning of clause 17.4, the Business Partner raises objections against a change of contractual conditions within the aforementioned period, Libri shall be entitled to terminate the respective contractual relationship with the Business Partner either totally or in part by observing a notice period of two (2) weeks.

17.6. Until a termination becomes effective, the respective contractual conditions shall continue to apply in their existing version. With respect to a change of the transport charges within the meaning of clause 3.6 and return rules within the meaning of clause 4, the current version of the transport charges and the return rules shall become effective upon its coming into force and apply to the services of Libri ordered by the Business Partner since the current transport charges and current return rules have become effective.

18. Final provisions

18.1. Unless a more stringent form has explicitly been provided for in these DPT, legally relevant statements and announcement made by the Business Partner towards Libri after contract conclusion, particularly a setting of deadlines, notices of defects and rescission or reduction statements, shall be subject to text format in order to be effective. The text format requirement shall be fulfilled when giving notice by email, always provided that email statements shall have legal effect only if sent to the address vertragsmanagement@libri.de. Libri may change the decisive email address by providing the Business Partner with a message to this effect; in this case, a message by email shall be sufficient. If the Customer Portal enables the Business Partner or Libri to make digital statements provided online with respect to product and service contracts, such statements shall also be deemed to have been made in text format and to have been received by Libri or the Business Partner at the time of the statement.

18.2. The Business Partner may assign claims resulting from the legal relationships between the Parties to third parties only if Libri has given its prior consent thereto in text format. Section 354a HGB shall remain unaffected.

18.3. If individual provisions in these DPT are or, after contract conclusion, become ineffective or unenforceable, the effectiveness of the other provisions and of the Individual Agreements concluded on the basis of these DPT shall in any other respect remain unaffected. The ineffective or unenforceable provisions shall be replaced by an effective and enforceable regulation the consequences of which come closest to the economic goal pursued by the Parties when agreeing upon the ineffective provision, unless the ineffectiveness results from an infringement of Sections 305-201 BGB. The preceding provision shall apply *mutatis mutandis* for loopholes, if any, in the contract.

18.4. A failure of Libri to exercise its rights, even for a longer period of time, shall not entitle the Business Partner to rely on a waiver of such rights by Libri or on a forfeiture of such rights.

18.5. Unless otherwise provided for in writing, the legal relationships between the Parties shall be subject to the law of the Federal Republic of Germany under exclusion of the UN sales law.

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18.6. Any and all disputes arising in connection with the legal relationships between the Parties shall exclusively be settled by the courts of Hamburg, unless another exclusive venue has been provided for by statutory provisions. The right to apply for interim relief with the courts competent pursuant to statutory provisions shall remain unaffected.