

## GENERAL CONDITIONS OF PURCHASE of the Franz Cornelsen Education Group

### 1. VALIDITY AND GENERAL

- 1.1 These general conditions of purchase (hereinafter "conditions of purchase") shall apply exclusively to all orders placed by individual companies within the Franz Cornelsen Education Group (hereinafter "CORNELSEN" or "CORNELSEN Group") insofar as other (individual) conditions are not named or otherwise contractually agreed in the order. These conditions of purchase shall apply exclusively in respect of entrepreneurs within the meaning of section 14, sub-section 1 of the German Civil Code.
- 1.2 These conditions of purchase shall be recognized by the supplier for the duration of the remaining business relationship upon acceptance of the order but no later than upon the first delivery made or performance effected to CORNELSEN. Any contractual conditions of the supplier shall not become a constituent part of the contract - even if they do not contradict the purchase conditions of CORNELSEN – unless CORNELSEN has expressly agreed in writing that they are valid. This shall apply especially in situations where CORNELSEN is aware of the contractual conditions of the supplier and accepts its delivery or performance without any objections. Even if CORNELSEN refers to a communication from the supplier that contains the supplier's contractual conditions or makes reference to the same, this does not constitute any agreement on the part of CORNELSEN to the validity of those contractual conditions of the supplier.
- 1.3 These conditions of purchase shall also apply to orders placed by other companies within the CORNELSEN Group provided that the company placing the order has expressly made reference to these conditions of purchase no later than at the time when it places the order.
- 1.4 All companies within the CORNELSEN Group are entitled to the inclusion of these conditions of purchase in such a way that they are binding on the supplier. Where individual companies within the CORNELSEN Group include these conditions of purchase in their orders, it is only the relevant company and the supplier that have corresponding entitlements and obligations. A company within the CORNELSEN Group does not have an obligation arising from the inclusion of these conditions of purchase by other companies within the CORNELSEN Group; nor is it liable in any way whatsoever for the orders placed by the other companies. Equally, the companies which have included these conditions of purchase in their contractual relations with the supplier are not liable for the obligations of other companies within the CORNELSEN Group arising from their inclusion of these conditions of purchase. If a company within the CORNELSEN Group agrees individual provisions in its order which contradict or deviate from these conditions of purchase, then these individual provisions agreed by the relevant company shall take precedence in this individual case over the provisions of the included conditions of purchase. Apart from this, the provisions of the conditions of purchase shall remain effective where they have been included.
- 1.5 The waiver of the requirement to observe individual provisions of these conditions of purchase does not constitute a waiver of the need to observe the remaining provisions of these conditions of purchase.
- 1.6 Insofar as a delivery to CORNELSEN Verlagskontor is agreed, the "Guidelines for the Delivery of Goods" of CORNELSEN Verlagskontor GmbH which are valid at the time of a given order shall be an essential component of these conditions of purchase. The above-mentioned guidelines for the delivery of goods can be accessed under [www.cvk.de](http://www.cvk.de).

### 2. ORDERS

- 2.1 Only orders that are signed and in writing are binding. Orders placed orally by CORNELSEN or by telephone must be confirmed in writing by CORNELSEN before they are binding.
- 2.2 Each order must be confirmed by the supplier in text form within five working days. If the order confirmation deviates in part or in whole from the content of the order, for example with regard to quantity and/or quality, or if it exceeds the order, this shall be deemed to constitute a fresh offer on the part of the supplier and needs to be expressly accepted in writing by CORNELSEN.

Within the limits of what can reasonably be expected of the supplier CORNELSEN can demand changes to the subject matter of the contract in respect of performance or quantity after the order has been placed. Where this occurs, any impact on delivery dates and any additional or reduced costs that might possibly result shall be settled by mutual agreement.

### 3. PRICES, TERMS OF PAYMENT, INVOICES

- 3.1 The prices stated in the order shall be, insofar as nothing different results from the order, fixed prices. The supplier shall bear the costs of transport including packaging, insurance and all other supplementary costs insofar as something different was not expressly agreed in writing.
- 3.2 In principle, the prices shall be exclusive of the applicable rate of Value Added Tax insofar as there isn't a different written agreement on this point. The Value Added Tax must always be shown separately in invoices.
- 3.3 Following delivery, the invoice shall be sent without delay as a single copy in a separate letter to the postal or delivery address stated for invoices in the order. It must state the date, the order number and the supplier number and, insofar as this is stated in the order, the ISBN number. The accounting code for the individual items on the invoice must be included. If these requirements are not met, the invoice will be deemed not to have been issued.
- 3.4 After the goods have been delivered or performance effected according to contract and after receipt of the proper and correct invoice, payment shall be made within 30 days with a deduction of 3% early payment discount or it shall be made net at the latest within 60 days.
- 3.5 The supplier is not entitled without the written consent of CORNELSEN to assign the claims which arise from his delivery relationship with CORNELSEN or to have these claims collected by third parties. CORNELSEN will not withhold its consent unreasonably.
- 3.6 The receipt of the delivered goods or of the performance effected and/or payment for the same by CORNELSEN does not constitute any recognition that the delivery was made or the performance effected according to contract. Rather, goods and performances are received and/or paid for with the reservation that the invoice must be checked and that warranty rights or damages claims can be enforced.

### 4. TIME OF DELIVERY AND PERFORMANCE, DELAY IN DELIVERY AND PERFORMANCE

- 4.1 The time of delivery or performance stated in the order shall be binding. What determines whether the time of delivery or performance has been observed is the time when the goods are delivered to the reception point or place of use stated by CORNELSEN or the time when performance is effected to CORNELSEN.
- 4.2 The supplier is required to inform CORNELSEN in writing without delay if circumstances occur or become known to him that result in his being unable to observe the agreed times of delivery or performance. In the event of a delay in delivery the supplier is required to deliver the goods that have been ordered at its own expense via the quickest possible route (e.g. by express delivery or courier) insofar as CORNELSEN insists on the terms of the contract being met.
- 4.3 In the event of a delay in delivery or performance CORNELSEN is entitled to its statutory claims and rights. In particular, CORNELSEN is entitled, after a reasonable additional deadline has expired fruitlessly, to withdraw from the contract (also in part) and to demand compensation instead of performance. It is not necessary for an additional deadline to be set if the delivery date was agreed as "fixed" (or words with more or less the same meaning), or if the supplier states that he is unable or unwilling to deliver or to perform by a possible new deadline.

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### 5. DELIVERY, TRANSFER OF RISK, RIGHT OF RETENTION

- 5.1 The delivery shall be made or performance effected, insofar as something different is not agreed, at the expense of and at the risk of the supplier at the place of delivery or performance named by CORNELSEN. The risk shall only be transferred when the goods have been handed over to CORNELSEN. The agreed place of delivery or performance is at the same time the contractually agreed place of performance as far as the performance obligations of the supplier are concerned.
- 5.2 The supplier is required to add the relevant delivery notes to the deliveries. The order number of CORNELSEN, the supplier number, the country of origin of the goods and the CORNELSEN article number must be stated on the delivery notes. If these pre-conditions are not met, CORNELSEN cannot be held responsible for any delays resulting from the processing of such deliveries.
- 5.3 CORNELSEN is not required to take receipt of early deliveries or part-deliveries that have not been agreed.
- 5.4 The supplier can only enforce a right of retention because of recognized or ascertained counterclaims arising from the same contract.
- 5.5 Insofar as there is no other written agreement, greater or smaller deliveries than those agreed are not permissible.

### 6. QUALITY

- 6.1 For all of its deliveries and performances the supplier shall observe the rules of technology and science that are typically recognized in its sector (e.g. DIN and EN norms) and the safety regulations that are typical in its sector. Insofar as the supplier has received drawings, samples or other specifications from CORNELSEN, it shall observe these with regard to the completion of the object for delivery and its features. Changes to the object for delivery, particularly to its features, require the prior express consent of CORNELSEN in writing.
- 6.2 To assure the quality of the products to be delivered to CORNELSEN or the performance to be effected the supplier undertakes to introduce, to apply and to maintain on its own authority an effective quality management system (QM system) in accordance with DIN EN ISO 9000 ff. The supplier can introduce an alternative system instead. However, it must meet at the very least all the specific quality management requirements of the first-mentioned QM system.

### 7. WARRANTY AND CLAIMS FOR DEFECTS

- 7.1 With its acceptance of the order the supplier shall guarantee the quality of the goods as they were particularly ordered, or otherwise shall guarantee their generally typical quality (guarantee of quality).
- 7.2 Checks on the quality and quantity of the delivered products will be carried out at the goods entrance of the agreed place of delivery in principle using a sampling procedure within the context of normal business routine. Defects which can be seen simply by looking at the goods or incorrect deliveries shall be deemed to be obvious defects and shall be reported to the supplier promptly within a period of 5 working days after they have been ascertained. Defects that cannot be immediately identified in the check when the goods first arrive shall be deemed to be concealed defects. These must be reported to the supplier within a period of 20 working days after they have been ascertained. Notifications of defects that are made within the above-mentioned periods of time shall be deemed as having been made in due time as defined in section 377 of the German Commercial Code.
- 7.3 A warranty of 36 months shall apply following delivery or following acceptance of performance unless there is bad faith on the part of the supplier. In the case of notifications of defects the warranty period is extended by the amount of time that passes between the notification of the defect and its rectification. Sections 478 and 478 of the German Civil Code shall remain unaffected, in particular the extension to the limitation period in accordance with section 479, sub-section 2 of the German Civil Code in the case of the recourse claims of the entrepreneur.
- 7.4 Defective deliveries or performance shall entitle CORNELSEN, even if it has restricted its examination of the delivery or performance that is

the subject matter of the contract to spot checks, to make use of its warranty rights set out in sections 437 and 634 of the German Civil Code (i.e. subsequent performance, reduction of price, withdrawal from the contract, damages and, where relevant, self-remedy) in respect of the complete delivery or performance that is the subject matter of the contract. CORNELSEN shall have the right to choose between the remedy of a defect and a new delivery or new production – also in the case of a purchase contract or a contract for works, labour and material. CORNELSEN also has a warranty right to self-remedy (section 637 of the German Civil Code) in the case of a purchase contract or a contract for works, labour and material.

- 7.5 If the supplier does not effect the subsequent performance demanded by CORNELSEN within a reasonable period of time or if urgent action is necessary on the part of CORNELSEN, e.g. in the case of imminent danger or the threat of economic harm, then CORNELSEN shall be entitled – insofar as CORNELSEN makes use of its right to a subsequent improvement of the merchandise, a replacement procurement or self-remedy – to carry out itself, at the expense of the supplier, the subsequent improvement, the replacement procurement or the self-remedy measures in a way that seems appropriate to CORNELSEN or to commission third parties to carry out this work. The supplier shall bear any costs which CORNELSEN incurs because of sorting through or processing defective deliveries. This also applies to costs incurred by CORNELSEN because it returns goods. A subsequent improvement to the goods shall be deemed to have failed if the first attempt at subsequent improvement has been unsuccessful. Irrespective of this, CORNELSEN is entitled to charge to the supplier for the processing of notifications of defects, as compensation for the expense associated with such work, a lump-sum processing fee, which is structured as follows, whereby further (damages) claims on the part of CORNELSEN are not excluded:

<u>Value of goods excl. Value Added Tax</u>	<u>Processing fee</u>
up to €1,000	€50
over €1,000.01	€100

### 8. PRODUCT LIABILITY, INDEMNITY

- 8.1 Insofar as the supplier is responsible for a defect to the goods, it is required to indemnify CORNELSEN upon first request against the damages claims of third parties to the extent that the cause of the defect is to be found in an area over which it has organisational control. The warranty rights of CORNELSEN shall remain unaffected.
- 8.2 Within the context of its liability for cases of defects as set out in clause 8.1 above the supplier is also required to reimburse possible expenses pursuant to sections 683 and 670 of the German Civil Code or sections 830, 840 and 426 of the German Civil Code, where such expenses are incurred as a result of or in connection with a product recall carried out by CORNELSEN. CORNELSEN shall inform the supplier about the nature and scope of the recall measures to be carried out – insofar as this is possible and reasonable – and shall give the supplier the opportunity to state its position. Other statutory claims, including the statutory liability of the supplier arising from impermissible actions (sections 823 ff. of the German Civil Code), shall remain unaffected.

### 9. THIRD PARTY PROPERTY RIGHTS

- 9.1 The supplier assures that there are no property rights of third parties standing in the way of the use by CORNELSEN or its customers of its delivery or performance.
- 9.2 If a claim is made against CORNELSEN by a third party because of an infringement of property rights which are the responsibility of the supplier, the supplier is required upon first written request to indemnify CORNELSEN against these claims.
- 9.3 The above-mentioned indemnity obligation of the supplier relates to all expenses which are necessarily incurred by CORNELSEN as a result of or in connection with such a claim by a third party. In particular, it relates to the costs necessary for an appropriate legal defence (e.g. court fees, solicitors' fees and fees for experts).

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9.4 The contractual parties undertake to inform each other promptly of any risks of injury which become known and of any alleged cases of injury. Within the limits of what is reasonable they shall work together to counter corresponding injury claims.

9.5 The above sub-clauses 9.1 to 9.3 shall not apply to the extent that the supplier acted in accordance with guidelines and specifications issued by CORNELSEN.

### 10. PROVISION OF MATERIALS

10.1 CORNELSEN shall retain all ownership rights and/or other rights (copyright, rights of use) to all the materials it provides (e.g. part-products, documents, rough copies, semi-finished products, tools, data, data storage media, discs, printing blocks etc.).

10.2 The supplier shall be liable for loss of or damage to materials provided by CORNELSEN and shall inform CORNELSEN promptly of any legal or actual impairment of such materials.

10.3 Materials provided by CORNELSEN may only be used by the supplier as intended and may not be made accessible to third parties insofar as CORNELSEN has not given its written consent to this.

10.4 Materials which have merely been made available to the supplier by CORNELSEN must be returned to CORNELSEN at first written request, but no later than when the business relationship ends.

### 11. FORCE MAJEURE

Events of force majeure which cannot be prevented even with the exercise of reasonable care release the contractual partners from their performance obligations for the duration of the disruption and within the scope of its effect. In such a case, the contractual partners are required to inform each other without delay and to adapt their obligations to the changed circumstances in good faith. If the disruption lasts longer than 2 months, each contractual partner is entitled to withdraw from the contract in respect of the parts of the contract that have not yet been carried out.

### 12. ENTREPRENEURIAL RESPONSIBILITY

The supplier shall confirm within the scope of his entrepreneurial responsibility that statutory regulations, including laws for the protection of the environment, are observed, that employment law regulations are complied with and that child and forced labour are not tolerated in or in connection with the production and the sale of its goods or the effecting of its performance. In addition, the supplier shall confirm upon accepting the order that it is not involved in any kind of bribery and corruption and that it does not tolerate such conduct.

Furthermore, the supplier shall employ its staff in observance of the ILO (International Labour Organisation) Convention. The supplier undertakes to monitor on an ongoing basis compliance with the relevant requirements.

Insofar as this applies, the supplier shall meet the social standards determined by the ICTI (International Council of Toy Industries) or of comparable institutions. In particular, these standards define the working conditions which must be observed and the ban on child labour. As proof, the purchaser shall receive a copy of the current certification according to the standards of the ICTI when its order is accepted.

### 13. CONFIDENTIALITY

13.1 The contractual partners undertake to treat all orders and all commercial and technical details connected with these orders as commercial secrets. In particular, all images, drawings, quality guidelines, samples and similar objects that are received shall be kept strictly confidential. The reproduction or passing on of confidential information is only permissible within the context of business demands. Such information may only be disclosed to third parties following prior express consent in writing.

13.2 The supplier undertakes to place a confidentiality obligation with the same scope on sub-suppliers and other third parties which it

commissions. The supplier may only use the confidential information which is made known to it by CORNELSEN exclusively as intended.

13.3 The confidentiality obligation shall remain in force beyond the end of the delivery or performance relationship. After the delivery relationship has ended, the supplier undertakes to surrender to CORNELSEN all the commercial secrets it has obtained insofar as they are in physical form or stored on electronic storage media. All commercial secrets must be removed from the data processing facilities of the supplier. Reproductions, no matter in which form, shall be destroyed or deleted in such a way that their reconstruction is impossible.

### 14. INSOLVENCY OF A CONTRACTUAL PARTNER

If a contractual partner ceases to make payment or if insolvency proceedings are opened in respect of his assets, then the other party is entitled to withdraw from the contract because of the parts of the contract that have not yet been carried out.

### 15. PLACE OF PERFORMANCE, APPLICABLE LAW, PLACE OF JURISDICTION

15.1 The place of performance for the delivery and/or performance obligations of the supplier shall be the reception point or place of use stated by CORNELSEN. The place of performance for the payment obligations of CORNELSEN is the given place of business of CORNELSEN.

15.2 Applicable law shall be exclusively that of the Federal Republic of Germany. The Vienna UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The applicability of compelling norms of the state in which the supplier has its place of business shall remain unaffected by this choice of law as will the applicability of compelling international civil law regulations.

15.3 If the supplier is a businessperson, the international and local place of jurisdiction for all disputes arising from this commercial relationship between the two contractual partners shall be the place of business of the CORNELSEN company which is placing the order. Notwithstanding this, the CORNELSEN company which is placing the order has the right to choose if it wishes to sue the supplier at its general place of jurisdiction instead.

### 16. SEPARABILITY CLAUSE

Should individual provisions of these conditions be or become ineffective or inoperative in whole or in part, then the legal validity of the remaining provisions shall remain unaffected by this. In place of the ineffective or inoperative provision a provision shall be deemed to have been agreed which, as far as is legally possible, approximates most closely to the point and purpose of the ineffective or inoperative provision as originally intended by the contractual partners. The same shall apply analogously to possible gaps in the contract.

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