

General Terms and Conditions of Purchase of Libri GmbH

1. Scope, order placing, statements

1.1. These Terms and Conditions of Purchase shall apply in their version valid at the time being to all business relationships between Libri and its suppliers (hereinafter called "Contract Partner" or "Supplier"). Libri reserves the right to make amendments, including partial amendments to these Terms and Conditions of Purchase and shall give the Contract Partner notice of such amendments in due time.

1.2. Delivery and service terms and conditions as well as general terms and conditions of the Contract Partners shall not be accepted by Libri and shall not become a part of the contract, unless Libri has given its written consent to their applicability. These Terms and Conditions of Purchase shall also apply if and when Libri accepts a delivery without any objections while being aware of contrary or deviating terms and conditions of the Supplier.

1.3. The Supplier may accept an order placed by Libri irrespective of the kind of its transmission (e.g. by data transmission interface, email/internet, fax message or letter) within a period of three working days after order receipt. After expiry of said period, Libri shall no longer be bound to the order.

1.4. Legally relevant statements and notices made or given by the Contract Partner to Libri after contract conclusion shall be subject to writing (email or fax message shall be sufficient) in order to be effective, unless explicitly otherwise agreed upon between Libri and the Contract Partner.

1.5. "Goods" within the meaning of these General Terms and Conditions of Purchase shall be Goods forming a subject matter of the business relationship between the Supplier and Libri (i.e. books and/or products from the non-book sector).

2. Product information, metadata, offers submitted by the Supplier

2.1. The Supplier shall give Libri notice of any and all news, new editions, changes of titles/articles and prices (including cancellations of a price fixing for books), publication and delivery dates, recalls and sell-out activities as well as all relevant title- and/or article-related advertising measures. The communication of the complete product information, content or product descriptions resp. as well as additional information (e.g. interior illustrations, audio sequences) and meta data, i.e.

(i) from the field of product data: particularly ISBN, EAN /EAN as bar code, unique identification number (UIN), name of manufacturing company or of the publishing house, publishers' imprints (with an identification number such as MVB number or standard address number (SAN)), name(s) of the author(s), title, subtitle, manufacturer, kind of cover, price in EUR or – where appropriate, deviating – foreign currencies – that might have been agreed upon in the contract -, price type, publication language, VAT rate (where appropriate different tax rates for different merchandise components, e.g. in case of e-bundles), product group designation according to product group system 2.0., classification according to

keyword system topic, BIC and BISAC, publication date, country of origin according to Art. 22 through Art. 26 of the customs code, customs tariff number from the list of foreign trade goods, notes on statutorily owed CE label by indicating a download link to the associated declaration of conformity of the manufacturer, age categorisations of a public body or institution of voluntary self-regulation (FSK, USK etc.), distribution restrictions based on the legal protection of children and young persons (e.g. pursuant to Section 15 (2) JuSchG [German Act on Youth Protection] (severe youth endangerment) and Section 4 JMStV [Interstate Treaty on the Protection of Media for Minors] (inadmissible offers), Sections 18, 24 JuSchG (indexation), as well as

(ii) from the field of additional information (annotations): particularly brands, logos, images (including no less than one cover picture per product), interior illustrations, texts on cover pages, blurbs, forewords, epilogues, lists of contents, keywords, literature and illustrations, text extracts, reading samples or the permission to make reading samples, 'Search Inside' function (reading sample), additional material – such as e.g. biographies, bibliographies, reviews, recommendations, in-depth information etc. -, reading and audio samples and video sequences, information on the compatibility and interoperability of digital products or digital elements of Goods shall take place within an adequate period of time, but in no case later than 14 days prior to the introduction of the Goods or, as the case may be, the implementation of the measure in order to grant Libri a sufficient response time; in any event, Libri shall be informed at the same time as every other customer of the Supplier. Every change message must be received by Libri in such a due time that there is sufficient response time for Libri and its customers. This shall particularly apply to changes of prices for Goods which are subject to a price fixing for books.

2.2. Upon corresponding request, Libri shall be given a sampled offer (specimen copy) of all novelties or, as the case may be, of the total current range of Goods (books and non-book products) together with all prices and terms and conditions. Samples shall be sent to the registered office of Libri GmbH in Hamburg.

2.3. The meta data according to clause 2.1 shall be transmitted to Libri by the Supplier in the required quality in the data format ONIX-XML on the FTP server; in this context, the first report of meta data shall be sent by the Supplier only after having received a request to this effect from Libri. After consultation with Libri, the use of another format shall also be possible. Upon Libri's request, data shall be made available by the Supplier via the "Verzeichnis lieferbarer Bücher (VLB)" [list of available books]. In the latter case, Libri shall inform the Supplier that a transfer of data according to sentence 1 will no longer be necessary in future and, in this case, shall take the meta data directly from the VLB. In this context, the publisher shall ensure that particularly the metadata indicated in clause 2.1 are transferred to the VLB. Any information going beyond the actual meta data (images and additional texts) shall correspondingly be made available according to Libri's format requirements and in line with the

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respective state of the art on FTP servers under the control of Libri or via the *VLB* by the Supplier. In the event that Libri ceases to obtain the meta data and / or the other product information from the *VLB*, Libri shall give the publishing house notice in this respect within a reasonable period of time. After expiry of this period, the publisher shall again supply the meta data and other product information as described in clause 2.3 sentence 1. With respect to the transfer of reading samples or of the right to make reading samples oneself as independent file or as "Search Inside" function and of audio and video sequences, a link shall be defined in consultation. Reading samples may be used by Libri for promoting sales of physical as well as digital Goods.

3. Delivery, transport

3.1. The delivery date indicated in the order by Libri shall be bindingly complied with. The decisive date in this respect shall be the receipt of the Goods at the place of delivery according to clause 3.2. If a delivery date has neither been indicated in the order nor agreed upon otherwise, the dispatch shall take place within a term of 3 working days after order placement.

3.2. Unless otherwise agreed upon in writing, the Goods shall be delivered "free domicile" to the place indicated in the order without charging packaging costs, postal fees etc. If a place of delivery has neither been indicated in the order nor agreed upon otherwise, delivery shall be made to Libri, Europaallee 1, 36244 Bad Hersfeld. The provision in clause 2.2 sentence 2 shall remain unaffected. The respective place of destination shall also be the place of performance (obligation to provide). The Supplier shall inform Libri about the dispatch address or, as the case may be, a change of the dispatch address no later than 14 days prior to the first dispatch from the respective dispatch address. In the event that Libri and the Supplier have agreed upon a regular transport via a specific service provider, delivery shall be made via the latter. The risk of accidental destruction and accidental deterioration of the Goods shall pass over to Libri when the Goods are handed over to Libri at the place of performance.

3.3. Without the prior written consent of Libri, the Supplier shall not be permitted to have the services owed by it rendered by third parties. The Supplier shall bear the procurement risk for the Goods according to the announcements listed in clause 2.1, unless otherwise agreed upon on a case-by-case basis (e.g. sale of Goods in stock).

3.4. The Supplier shall be obliged to give Libri immediate notice about any difficulties arising with respect to the provision of its services in due time, the reasons therefor and the presumable period of a delay.

3.5. In the event that the Supplier fails to perform or fails to perform on the delivery date agreed upon or is otherwise in default, Libri shall be entitled to the statutory claims. In particular, Libri shall – after fruitless expiry of a reasonable period – have the right to request damages instead of performance and to rescind the contract; in this case, the Supplier shall have the right to prove that the breach of duty was not caused by a fault on its part.

3.6. Goods received with delay may be accepted by Libri by way of an explicit statement towards the Supplier. The acceptance of a delayed delivery or service shall not constitute a waiver of claims for compensation, and the right to assert damage for delay shall be reserved.

3.7. Libri may refuse acceptance of Goods or return Goods if there is reason to believe that a distribution is precluded by legal grounds.

4. Returns

4.1. The Supplier shall be obliged to take back all Goods affected by a cancellation / reduction of the fixed final price or, as the case may be, the fixed retail price, a recall (e.g. old editions and out-of-print titles) by the Contract Partner or the respective publisher and by announcements of new editions as well as Goods delivered in a damaged condition, illegal Goods, incorrect deliveries or non-conforming (e.g. food, hazardous Goods, FSK 18 Goods) partial and excess deliveries without charging any processing fees and to reimburse or credit the purchase price of the Goods concerned to the favour of Libri. At the same time, Libri reserves the right to refuse acceptance of the aforementioned non-conforming deliveries. Libri shall be entitled to reduce the invoices concerned in each case or other invoices by the countervalue of the respective Goods. Transport costs arising for such returns shall be borne by the Supplier. Libri reserves the right to charge the Supplier for any further costs and expenses incurred by Libri due to the return (e.g. for sorting out the Goods concerned).

4.2. Whether and to what extent and for which Goods Libri holds a right of return towards the Supplier that goes beyond the right indicated in clause 4.1 can be derived from the term sheet and/or the individual order.

4.3. Replacement deliveries for returned Goods shall be subject to consultation with Libri and the latter's written consent.

4.4. In addition and unless otherwise provided for in these Terms and Conditions of Purchase, the delivery and dispatch instructions of Libri or the term sheet, the regulations for returns, as included in the "*Verkehrsordnung des Buchhandels*" [rules for transactions in the book trade] in its version valid at the time being, shall be applicable.

4.5. In the event that Libri and the Supplier have agreed upon a collection via a specific service provider (clause 3.2), returns indicated in this clause 4 shall also be effected this way.

4.6. With respect to the right of return in case of new negotiations on prices or discounts resp., reference is made to clause 5.2 below.

5. Terms and conditions, prices

5.1. The price indicated by Libri in the order on the basis of the term sheet in conjunction with the information in the meta data of the Supplier, as obtained by Libri according to clause 2.3 (and for whose correctness, particularly compliance with the BuchPrG [German Act on price fixing for books], the Supplier shall – irrespective of the way via which Libri has been provided with such data according to clause 2.3 – be liable for), shall be binding. To the extent that Goods

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are not subject to a price fixing for books, the agreed purchase prices of Libri shall be fixed prices to be understood as net purchase prices after deduction of all discounts agreed upon.

5.2. In the event that, upon request of the Supplier, Libri enters into new negotiations with the Supplier about the prices or, as the case may be, discounts on the fixed retail price, as indicated in the term sheet, with the aim to increase the prices to be paid by Libri or, as the case may be, to reduce the discounts granted by the Supplier and the Parties fail to come to an agreement, Libri reserves the right to return all stocks. In case of a return, the Supplier shall be obliged to reimburse or credit the purchase price for the Goods concerned to the favour of Libri and to bear the transport costs.

5.3. The storage value losses incurred by Libri due to price changes, if any (particularly in the event of a reduction of the fixed retail price) shall be reimbursed to Libri on the date when the price change becomes effective, unless Libri makes use of its right to return (see clause 4.1); the same shall apply if Libri pays a storage value compensation to its customers for this very reason.

6. Information by the Contract Partner and rendering of accounts

6.1. Apart from the information specified by law (e.g. date, invoice number, invoice amount, VAT amount, VAT ID number), all payments of the Supplier must include the following information, where relevant: (i) unique identification number (UIN), (ii) tax number of Libri, (iii) order reference, (iv) product reference, (v) EAN/ISBN, (vi) quantity, (vii) price code, (viii) fixed retail price or dealer selling price (in case of non-fixed retail prices), (ix) individual price as well as (x) discount rate agreed upon. VAT shall also be indicated in case of orders internally forwarded by the Contract Partner and connected with deliveries from abroad. Contract Partners exempted from VAT shall be obliged to refer to such exemption explicitly and definitely in the invoice. The shipping documents must clearly show the currency of invoicing.

6.2. A consignment of Goods must be accompanied by delivery notes and invoices. Apart from that, invoices and delivery notes shall be transmitted to Libri by electronic means according to Libri's specification. A copy of the first invoice shall be sent by e-mail in advance to: Datenmanagement@libri.de.

6.3. Consequences arising from a failure to comply with the obligations set forth in this clause 6 shall fall into the Supplier's area of responsibility.

7. Exclusion of offsetting, assignments and retentions, right to refuse performance, intercompany clearing

7.1. Without the prior written consent of Libri, the Supplier shall not be permitted to assign his claims against Libri or to have such claims collected by third parties; with respect to monetary claims, Section 354a HGB [German Commercial Code] shall remain unaffected. The Supplier shall be allowed to offset against undisputed counterclaims or counterclaims

established with legal effect only. The same shall apply *mutatis mutandis* with respect to the assertion of retention rights or rights to refuse performance on the part of the Supplier; such rights may be asserted only if they are based on the same contractual relationship.

7.2. Libri shall be entitled to exercise offsetting and retention rights to the extent permitted by law. In particular, Libri shall have the right to withhold due payments as long as Libri has claims arising from incomplete or defective Goods or services.

7.3. In the event that Libri does not have any offsettable claims against the Supplier in the amount of the latter's claim, Libri shall be entitled to offset against claims held by other companies affiliated with Libri within the meaning of Sections 15 et seqq. AktG [German Companies Act]. Likewise, these companies affiliated with Libri shall be entitled to offset claims of the Supplier against claims of Libri.

8. Obligations to inspect and notify defects

8.1. With respect to the obligations of businessmen to inspect and notify defects, the statutory provisions (Sections 377, 381 HGB) shall apply; in this context, Libri's duty to give notice of defects shall be limited to defects clearly visible at the time of the incoming goods inspection in the course of an external examination, including shipping documents, and during quality inspections by sampling (e.g. evident transport damage, wrong or short delivery).

8.2. Libri shall at any time during usual business hours and following an announcement in due time be entitled to check the manufacture of the Goods with the Supplier or the latter's sub-suppliers either itself or via designated persons. Such inspection, however, shall not release the Supplier from its sole responsibility for conforming deliveries.

8.3. As far as condition, kind and quantity of a delivery is concerned, the values identified by Libri at the time of the incoming goods inspection according to clause 8.1 shall be decisive. Libri shall be entitled to refuse wrong deliveries, partial deliveries, excess deliveries and damaged deliveries or to return Goods according to clause 4.1. Alternatively, Libri may (i) in case of wrong deliveries reduce payment in line with the reduced value and (ii) in case of partial deliveries reduce payment by the invoice value of the non-delivered Goods.

9. Compliance with statutory provisions, social, labour and environmental standards

9.1. The Supplier shall comply with any and all statutory provisions, ordinances and other legal standards applicable to it, including the provisions of the StGB [German Criminal Code], the BuchPrG [German Act on Fixed Book Prices], the ProdHaftG [German Product Liability Act], the GPSG [German Device and Product Safety Act], the LFGB [German food and Feed Code], the ElektroG [German Act on Electrical Devices], the BattG [German Battery Act], the REACH Regulation, the 2nd ProdSV [German Toy Safety Code], as well as all product labelling provisions (e.g. age restrictions for DVDs, USK/FSK releases), declarations and information within the framework of the mandatory CE labelling, all rules on the protection of young people (JuSchG, JMStV etc.), the energy

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labelling for light sources, the VerpackG [German Packaging Law] as well as all other statutory requirements applicable on a national or European legal level. Apart from complying with the statutory requirements valid at the time of delivery, the Supplier shall in addition be obliged to ensure that any future statutory provisions, ordinances and other legal standards applicable to it are taken into account in due time prior to their coming into being in order to ensure that the delivered Goods can be sold by Libri without any infringement of statutory provisions, guidelines and directives becoming effective after delivery. In the event that this information is necessary for the national or cross-border sale, the Supplier shall provide this information immediately in electronic format within the framework of the meta data of its Goods. Where relevant, the Supplier shall, within the framework of its duties arising from the VerpackG, immediately provide Libri with its LUCID number of the Central Office Packaging Register (Zentrale Stelle Verpackungsregister) so that Libri is able to check and deposit it and, in addition, shall give Libri immediate notice of changes, if any, with respect to the LUCID number and/or the registration relating thereto. Where relevant and applicable, the Supplier shall furthermore make a corresponding long-term supplier declaration. The provision of product-related declarations of conformity on the part of the Supplier for the information of the dealer shall be made by sending a download link in the product meta data report relating to the respective product subject to labelling. Via the link listed in the Libri Catalogue, the dealer has barrier-free access to the declaration of conformity relating to the respective product. Via the link, the Supplier shall permanently ensure the availability of the declaration of conformity for the offered product for the whole term of the offer and beyond.

9.2. As far as the Supplier knows the country or countries of destination of the product(s), the Supplier shall, according to clause 9.1, also comply with the statutory provisions applicable in such country or countries.

9.3. The Supplier shall comply with any and all relevant social, labour and environmental standards. This obligation shall include compliance with the requirements of the LkSG [German Act on Due Diligence Obligations in Supply Chains]. In the event that the Supplier makes use of employees, it represents its compliance with the relevant provisions of the MindestlohnG and, particularly, the remuneration of its employees in accordance with the provisions set forth in the MindestlohnG [German Act on Minimum Wage]. By means of appropriate contractual agreements, monitoring measures on a random basis and training courses, the Supplier shall ensure that sub-suppliers, subcontractors as well as any other parties actively involved in the supply or production chain relating to the Goods also comply with the standards listed in clause 9.3 and pass such obligation on to their respective sub-suppliers.

9.4. The Supplier shall be obliged to give Libri immediate notice of risks or infringements of the prohibitions listed in the LkSG and occurring in the own business sector. Upon Libri's request, the Supplier shall provide evidence of its fulfilment of the requirements set forth in clauses 9.1 through 9.3 in an appropriate form. Libri may request sub-

mission of said evidence also prior to the delivery of the Goods.

9.5. In the event that the Supplier is not subject to the statutory applicability of the LkSG, the Supplier shall nevertheless be obliged to respect the prohibitions set forth in the LkSG, to carry out the risk analyses, prevention measures and corrective measures set forth there and to establish a corresponding complaint management system.

9.6. Apart from that, the Supplier undertakes to comply with the Code of Conduct for Suppliers (Supplier Code of Conduct, accessible at <https://www.libri.de/en/supplier-coc>) and to refrain from any infringements in this respect.

9.7. The Supplier's obligations mentioned above in clauses 9.1 through 9.6 shall not constitute regulations which serve to protect third parties. Instead, such obligations are exclusively imposed upon the Supplier for the exclusive benefit of Libri. A culpable breach of the duties included in clauses 9.3 through 9.6 shall constitute good cause for an extraordinary termination pursuant to Section 314 BGB. In the event that Libri is exposed to claims by third parties (e.g. persons or public authorities affected by violations of prohibitions) caused by a breach of the aforementioned duties on the part of the Supplier or its suppliers, subcontractors or other persons involved in the supply or production chain, the latter shall be obliged to indemnify and hold Libri harmless from such claims and the reasonable legal defence costs arising therefrom, unless the Supplier is not responsible for the infringement.

10. Warranty

10.1. Unless otherwise provided for in these Terms and Conditions of Purchase, Libri shall be entitled to assert the statutory warranty claims for defects. If the Supplier is in default, Libri may eliminate the defect itself at the expense of the Supplier.

10.2. The regular period of limitation for defects of quality and title shall, in derogation from Sections 327j, 438 (1) no. 3 BGB, amount to 36 months starting at the time of the handing over or delivery of the Goods, unless the mandatory provisions of Sections 327u, 445a, 445b or 478 BGB are applicable. The period of limitation for parts delivered anew or repaired by the Supplier by way of subsequent delivery shall start anew, unless such subsequent delivery was a clear gesture of goodwill on the part of the Supplier.

10.3. The Supplier represents towards Libri that the delivered Goods (i) comply with the samples and come up to the quality contractually agreed upon; (ii) are suitable for ordinary use and at least of a fair marketable quality; (iii) are free from defects and merchantable without any restrictions (including with respect to the composition, construction and labelling); and that, moreover, (iv) there are no rights of third parties which represent an obstacle to the Goods or, as the case may be, their distribution and use and that there are no statutory provisions, ordinances, regulations or other legal standards (such as, particularly, those indicated in clause 9.1) which are violated by the Goods, their distribution or use; (v) the Goods are not Goods corrupting young people to a serious degree, have not been included in the list of media harmful to young people (indexing, Sections 18, 24,

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JuSchG) and are not based on indexed contents or, as the case may be, are modified indexed Goods; and that (vi) no Goods subject to a FSK approval as from the age of 18 are delivered, and (vii) all data material surrendered to Libri fulfils the requirements set forth for the protection of young people (particularly the JuSchG and the JMStV). The quality contractually agreed upon shall be based on the product descriptions mentioned in clause 2.1 and the samples delivered by the Supplier according to clause 2.2, which form a subject matter of the contract, particularly by means of the description or reference in Libri's order. Prior to delivery, the Supplier shall carry out a final check in order to ensure that the Goods comply with the samples delivered according to clause 2.2. Libri shall, at its own discretion, at any time be authorised, but not be obliged to check the delivered Goods as to their compliance with applicable legal provisions.

10.4. With respect to the Goods delivered by the Supplier, the latter warrants a continuous and seamless traceability according to the legal provisions valid at the time being. Apart from the Goods, the substances (ingredients, raw materials, additives and auxiliary materials), the time of the manufacture/production and the course of the manufacturing process shall form the subject matter of the traceability. The Supplier undertakes to provide Libri in case of need with all necessary information upon written request.

10.5. The Supplier shall give Libri immediate notice by e-mail and/or fax message, additionally by electronic means within the framework of the electronic meta data exchange, if a product ceases to be merchantable, if there are any legal grounds which might be contrary to a sale or use (e.g. a preliminary injunction) or if there are any indications according to which a product represents a risk for the health or security of persons or objects or if the Goods fail to come up to any other requirements to be met for properly placing them on the market. This information duty shall also apply if a corresponding preliminary injunction is issued and is exclusively directed against the Supplier. In the event that the Supplier is, due to statutory safety provisions, obliged to inform the public authorities about any risk arising from the Goods, Libri must receive a copy of such letter without any delay.

10.6. If the delivered Goods are defective, fail to come up to the sample, to the quality requirements, the packaging and dispatch instructions, the requirements for material labelling and care symbols, the Supplier shall compensate Libri against submission of evidence for the costs incurred for examining the Goods, identifying the defects, sorting out, retrofitting and similar activities. Statutory claims for damages of Libri going beyond such costs shall remain unaffected.

10.7. The Supplier shall be liable towards Libri in the event that the declarations / statements, as publicly announced in advertising or on the label, fail to be complete or correct. This shall also apply to missing, incorrect or incomplete assembly instructions.

10.8. If a manufacturer's warranty is granted, the Supplier shall attach a warranty statement complying with the requirements in Section 479 BGB in paper format or send it to Libri by electronic means. Libri's warranty rights shall remain unaffected even if a manufacturer's warranty is in place.

10.9. Irrespective of deviating provisions in these Terms and Conditions of Purchase, the statutory regulations for consumer contracts shall, in the relationship between the Supplier and Libri, apply *mutatis mutandis* with respect to contracts about digital products, carriers of digital contents and Goods with digital elements. Except for the cases required by law, this shall not apply to the provisions on a change of the burden of proof. The Supplier undertakes to inform (i) users of digital products, carriers of digital contents or Goods with digital elements during the applicable period in an adequate way about available updates necessary for maintaining conformity with the contract according to the requirements in Sections 327f (2), 475b (5) BGB either itself or via third parties; (ii) and, apart from that, refrain from changing digital products and digital elements of Goods, unless otherwise agreed upon in individual cases or unless the user has requested such change.

11. Property rights

11.1. The Supplier explicitly assures that no rights of third parties (e.g. copyrights, patents, utility models or industrial design, brands, licence rights or claims arising from the law of competition) will be infringed and no violations of statutory or official regulations will arise in connection with its deliveries and the intended use of the delivered Goods on the part of Libri (in particular, provision of public availability etc.).

11.2. To the extent that authors' fees towards third parties or fees towards a collecting society (e.g. GEMA) come into being due to the Goods to be delivered, such fees shall be properly paid by the Supplier. In the event that Libri is confronted with – justified or unjustified – claims of third parties or of a collecting society due to or in connection with the Goods to be delivered, the Supplier shall upon first request be obliged to indemnify and hold Libri and the companies affiliated with Libri within the meaning of Sections 15 et seqq. AktG harmless from such claims of third parties for authors' fees or of the collecting society for fees.

11.3. Libri may assert claims, if any, against the Supplier also on behalf of companies affiliated with Libri within the meaning of Sections 15 et seqq. AktG.

12. Rights of use

12.1. The Supplier shall provide Libri or a notified body of Libri with data material (e.g. product pictures, product descriptions, etc.) about the Goods to be delivered and with its business communication data in a format specified by Libri for advertising communication purposes as well as for use in the catalogues distributed by Libri. By delivering the data material, the Supplier shall grant Libri the simple, non-exclusive usage and editing rights in the data material without any restrictions as to places and times, including the usage rights in connection with unknown kinds of use. The granting of rights shall particularly include the authorisation to disclose the data material towards third parties for advertising communication purposes as well as within the framework of a (separate, where appropriate,) distribution of catalogue data. This shall particularly also apply to the meta data provided according to clause 2.1 irrespective of the way by which Libri obtains them (especially according to clause

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2.3). The aforementioned business communication data are official contact information disclosed towards dealers for their direct communication with the Supplier. Further information on data processing is available in the privacy statement, accessible at <https://www.libri.de/en/privacy-policy/>.

12.2. Moreover, the granting of rights shall include a use within the framework of any kind of advertising and/or publicity (also by using the contents as integral part of online advertising, for instance within the framework of banners, videos, screenshots, audio samples, teasers, newsletters, titles and names for the business activity, services or products of Libri).

12.3. The granting of rights shall include a use in any and all hard-copy advertising means (e.g. print media, press advertising, prospectuses, catalogues etc.) as well as a use via fixed and mobile communication networks and means, inclusive of any and all digital and analogue transmission and retrieval techniques, particularly via cable or radio, fixed and mobile satellite networks and microwaves, all already known and future transmission methods (particularly WAN, LAN, WLAN, broadband, UKW, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA, DVB-T and DVB-H), transmission protocols and languages (particularly TCP-IP, IP, HTTP, WAP, HTML, c-HTML und XML) and inclusive of a reproduction on any kind of receiving devices such as, in particular, fixed, mobile and ultra-mobile computers, television sets, set-top boxes, (hard-disk-) videorecorders, mobile phones, mobile digital assistants (MDA), personal digital assistants (PDA) as well as mobile internet devices (MID), and shall include a use within the framework of services related to telecommunications, telemedia, news and broadcasting services (such as web and mobile portals, RSS-, SMS-, MMS-mail, e-mail, messenger), irrespective of whether they are designed as push or pull services.

12.4. Libri shall be authorised to transfer any and all rights granted by the Supplier to companies affiliated with Libri within the meaning of Sections 15 et seqq. AktG and/or to allow such companies to use the rights granted by the Supplier. The group companies may exercise the rights by taking the requirements set forth in the preceding clauses 12.1 through 12.4 of these Terms and Conditions of Purchase into due account.

12.5. The Supplier warrants that it is the owner of the rights in the data material forwarded by it, which are necessary for the transmission, particularly the rights in the transmitted pictures, texts etc. The Supplier furthermore warrants that the contents of the transmitted data material do not violate rights of third parties and/or other statutory provisions. The Supplier shall give Libri immediate notice by e-mail and/or fax message and, additionally, by electronic means within the framework of the electronic meta data exchange, in the event that it ceases to hold the rights required for transmitting the data material forwarded to Libri.

13. Indemnification, product liability, recalls

13.1. To the extent that Libri is in connection with the delivery or distribution of the Goods delivered by the Supplier confronted with claims asserted against it (e.g. claims for damages) due to (i) an infringement of relevant German or European statutory provisions and ordinances (e.g. German

Act on Fixed Book Prices, German Product Liability Act, the German Device and Product Safety Act, the German Food and Feed Code, the German Act on Electrical Devices, the REACH Regulation or other environmental regulations); (ii) a violation of (industrial) property rights; (iii) an interference with another right held by a third party or (iv) the contractual use of transmitted data material of third parties (e.g. customers of Libri, tax authorities), the Supplier shall upon first request be obliged to indemnify and hold Libri and the companies affiliated with Libri within the meaning of Sections 15 et seqq. AktG free from such claims and compensate Libri or such affiliated companies for any damage resulting therefrom and incurred by Libri or a company affiliated with Libri. This shall particularly include a compensation for any and all expenses and losses, including reasonable legal defence costs incurred by Libri due to or in connection with the assertion of claims against it by the third party.

13.2. In particular, the Supplier shall also be liable to the full extent for damage and consequential damage incurred by the end consumer according to the provisions of the German Device and Product Safety Act, other national and international statutory provisions and ordinances regulating the safety of products as well as according to the producers' liability and product liability regulations. Upon request, the Supplier shall be obliged to prove its compliance with the German Device and Product Safety Act (certificate or test symbol issued by a test facility) and has to take the Goods back irrespective of guarantee terms in case of prohibition orders under the German Device and Product Safety Act. In case of non-book products, the Supplier shall be obliged to have a product liability insurance policy (recall cost insurance) with a sum insured of no less than a lump sum of EUR 10 million per personal injury/damage to property in place and to maintain it for the term of the respective limitation periods applicable to the Goods delivered by it.

13.3. Within the framework of its liability for damage events, the Supplier shall also be obliged to reimburse expenses, if any, according to Sections 683, 670 BGB or according to Sections 830, 840, 426 BGB which result from or in connection with a recall campaign carried out by Libri. If possible and reasonable, Libri shall inform the Supplier about the content and scope of the recall measures to be taken and shall grant the Supplier the opportunity to submit its comments in this respect. If a recall or a similar measure is ordered by a public authority or a court or if the product ceases to be marketable for any other reason or if the Supplier decides to take a recall measure without an order issued by a public authority or court (or the like), the Supplier shall be liable towards Libri for the damage resulting therefrom, inclusive of the costs arising due to the repossession.

13.4. Further statutory and contractual claims shall remain unaffected.

14. Title reservation

Libri shall only accept a simple title reservation by the Supplier. An assignment to the Supplier of the claims Libri is entitled to towards its customers due to the further sale of the Goods shall be excluded. Apart from that, a reservation of title relating to all claims arising from the business relationship with Libri shall be excluded.

Terms and Conditions of Purchase

15. Confidentiality

The content of these Terms and Conditions of Purchase as well as any other information made available to the Supplier either directly or indirectly in connection with the initiation, implementation and handling of the business relationship within the framework of these Terms and Conditions of Purchase shall be treated confidentially, protected by appropriate secrecy measures, shall not be used for any purpose going beyond the subject matter of this contract and may be made available to employees or third parties for the contractual purpose only, unless the information has already become publicly known, is made known by a third party without any breach of duty or is subject to a statutory disclosure duty or, as the case may be, a disclosure order issued by a court or a public authority. This shall also apply to the existence of the business relationship between the Supplier and Libri as such and its content. This secrecy duty shall survive a termination of the business relationship and the respective applicability of these Terms and Conditions of Purchase.

16. Final provisions

16.1. 16.1 The applicable law shall be the law of the Federal Republic of Germany by exclusion of the United Nations Convention on Contracts on the International Sale of Goods (CISG) and the German International Private Law (IPR).

16.2. 16.2 Place of jurisdiction shall be Hamburg if the Supplier is a businessman. This shall also apply if the Supplier has no general place of jurisdiction in the domestic country, transfers its domicile from the domestic country after contract conclusion or if the place of its domicile is unknown at the time of bringing an action.