

Terms and conditions

Terms and conditions of delivery and payment

1. Scope

1.1. Libri GmbH ("**Libri**"), acting as a wholesaler and selling goods, particularly book wholesaler's goods ("**Goods**"), to retailers ("**Business Partners**") for resale to end customers ("**Sale of Goods**"). In addition, Libri offers various products and services ("**Products**" and "**Services**") particularly in connection with Goods and the Sale of Goods, including the transport of Goods ("**Transport Services**"). The Business Partners are natural and legal persons or private companies acting in the performance of their commercial or self-employed professional activities.

1.2. All offers, deliveries made and services of and provided by Libri within the the Sale of Goods and other Services as defined in Clause 1.1 ("**Subject Matter of Contract**") shall be solely and exclusively based on these terms and conditions of delivery and payment ("**TDP**"). The TDP shall be an integral part of all contracts relating to the Subject Matter of the Contract between Libri and the Business Partners. The TDP, as amended from time to time, shall as a framework agreement also apply to all future offers, deliveries or Services of Libri to the Business Partner within the contractual scope.

1.3. These TDP do not entitle the Business Partner to the conclusion of contracts for Goods, Products and/or Services with Libri. Libri shall be free to accept respective offers from the Business Partner pursuant to the provisions set out in clause 2 of these TDP. In particular, Libri may, at its sole discretion, set a credit limit to the Business Partners and cease delivery of the Goods without prior notice if the credit limit is exceeded.

1.4. The TDP shall apply exclusively. Deviating, conflicting or supplementary Terms and Conditions of the Business Partner shall become part of the contract only if and to the extent that Libri has expressly consented to their validity in writing or in text form. This approval requirement shall apply in all cases, particularly if Libri is aware of the Terms and Conditions of the Business Partner and carries out delivery to the latter without reservation.

1.5. Separate product or service agreements as well as individual agreements between Libri and the Business Partner, in particular collateral agreements, amendments and modifications, shall precede these TDP. A contract or the confirmation by Libri in writing or text form shall be decisive for the content of such agreements as well as any amendments and modifications. The formal requirements set out in clauses 12.3 to 12.5 of these TDP shall apply accordingly. Even an actually deviating behaviour of Libri or the Business Partner shall leave all regulations in these TDP as well as any separate contracts as defined in the preceding sentence unaffected.

1.6. References to the validity and application of legal provisions within these TDP shall only be for clarification purposes. Even without such clarification, the legal provisions shall apply insofar as they are not directly modified or expressly excluded in these TDP.

1.7. Libri may provide the Business Partner with an internet portal ("**Customer Portal**") through which the Business Part-

ner may conclude and manage offers, deliveries or Services from Libri to the Business Partner within the scope of the Contract as well as separate product or service contracts to the extent that this is included in the functions and features of the Customer Portal. Special and separate terms of use shall apply, the currently valid version being available at <https://mein.libri.de/en/Terms of use.html>.

2. Orders / conclusion of contract

2.1. Libri's offers are subject to alteration and non-binding. The also applies if Libri has provided catalogues, other product descriptions or documents - also in electronic form to the Business Partner. Ownership and intellectual property rights in documents submitted by Libri to the Business Partner shall remain with Libri.

2.2. Orders of Goods by the Business Partner in connection with or without Transport Services ("**Order**") shall be deemed to be a binding offer to Libri to conclude a purchase contract for the Goods ordered and, where applicable, their transport pursuant to clause 3 below ("**Offer of Contract**"). An Order has to be sent electronically by e-mail using the appropriate and suitable resource planning and ordering systems, the Customer Portal or, in exceptional cases defined by Libri, by e-mail. Libri accepts Orders placed by phone or in another written manner (fax, letter) only in exceptional cases when the electronic systems described above are faulty. An acknowledgment of receipt sent to the Business Partner shall not constitute acceptance of the Order by Libri. In case of Orders made by phone or electronically, the Business Partner bears the risk of transmission errors. In addition to the ordering of specific Goods selected by the Business Partner, Libri may also offer the Business Partner the participation in automated ordering systems, in which Orders are triggered electronically at Libri according to certain criteria. This includes, in particular, the software "Regalmanager" provided by Libri. If the Business Partner declares his participation in such automated order systems, the Orders triggered in this context at Libri shall be deemed to be Orders from the Business Partner.

2.3. Recommendations or statements made by Libri in connection with Orders made by the Business Partner are not the subject of Libri's contractual obligations.

2.4. Unless otherwise specified in the Order, Libri shall be entitled to accept the Offer of Contract within five working days after its receipt by Libri ("**Acceptance**"). Acceptance takes place at the beginning of the execution of the Order by Libri, usually within one working day. The Business Partner waives the receipt of a declaration of acceptance by Libri. The handover of the Goods to the Transport Person pursuant to clause 3.3 of these TDP shall be deemed to be a declaration of acceptance by Libri to the Business Partner insofar as Libri has not explicitly declared the acceptance to the Business Partner beforehand.

2.5. With regards to Orders for compulsory performances the Business Partner shall be obliged to accept the relevant complete works.

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2.6. When a business relationship between Libri and the Business Partner is established, Orders in the first twelve months are only possible if the Business Partner lodges security in favour of Libri. After the expiration of these twelve months, Libri may, within a current business relationship, determine with reasonable discretion that Orders may only be placed on the basis of adequate security lodged by the Business Partner. The amount of security to be lodged shall be in Libri's reasonable discretion, but shall at most amount to an average monthly turnover, calculated by the monthly sales of the previous six (6) months. In the first six (6) months of the business relationship between Libri and the Business Partner, Libri shall determine the amount of security in its reasonable discretion, taking into account the interests of the Business Partner, in particular the value of the Orders. The Business Partner must provide evidence of the lodging of security for the benefit of Libri, together with the first Order or the first Order following an appropriate request from Libri.

3. Delivery / transfer of risk

3.1. If Libri does not specify delivery dates or deadlines and unless otherwise agreed upon between Libri and the Business Partner, the delivery period shall usually be one (1) working day from Libri's receipt of the Order. Libri endeavours to deliver ordered Goods completely, but remains entitled to partial deliveries, as long as partial deliveries are reasonable for the Business Partner. Partial deliveries shall be deemed to be reasonable in particular if and to the extent that a partial delivery can be used by the Business Partner within the scope of the contractual intended purpose and no substantial additional expenditures or additional costs are incurred by it.

3.2. If Libri (i) cannot deliver the Goods for any reason within the delivery period set out in clause 3.1 of these TDP or (ii) if individual titles of the wholesale goods are finally out of print at the manufacturing publisher ((i) and (ii) in each case referred to as "**Obstacle to Delivery**"), Libri shall inform the Business Partner thereof without delay and inform the Business Partner as far as possible about the expected delivery date or delivery period. In the event of non-availability, Libri shall be entitled to rescind the contract in whole or in part; Libri shall immediately reimburse the Business Partner for any counter-performance already rendered. In this respect, a case of an Obstacle to Delivery is, in particular, the non-timely delivery by sub-suppliers of Libri to the extent that Libri has concluded a congruent covering transaction. Libri's statutory rights to rescind and terminate the contract as well as the statutory provisions governing the performance of the contract in the event of exclusion of the obligation to perform the latter (e.g. impossibility or unreasonability of performance and/or supplementary performance) shall remain unaffected. This shall also not affect the Business Partner's right to rescind and terminate the contract pursuant to clause 5 of these TDP.

3.3. The Goods shall be delivered from Libri's warehouse to the Business Partner unless the Business Partner has communicated a different delivery address via the Order, in particular an address of an end customer of the Business Partner in the case of direct shipment ("**Direct Shipment**") to Libri. The place of Libri's warehouse is the place where the risk of accidental loss and the accidental deterioration of the Goods pass over to the Business Partner. The risk of accidental loss and accidental deterioration of the delivered Goods as well as the risk of delays shall pass over to the Business

Partner at the time the Goods are handed over to the forwarding agent, the carrier or another person or company ("**Transport Person**") intended to execute delivery. Unless otherwise agreed, the Business Partner shall bear the costs of transport from the warehouse in accordance with the respectively valid table on delivery fees and the costs of a transport insurance possibly required by the Business Partner. The Business Partner shall bear any customs duties, charges, taxes and other public charges. Irrespective of the transfer of Goods to the Transport Person, the risk of accidental loss shall pass over to the Business Partner if the latter is in default of acceptance.

3.4. Libri shall be entitled to determine the type of dispatch, in particular the Transport Person, the dispatch route and the packaging.

3.5. The Goods may only be delivered by the book delivery service if, at Libri's complete discretion, it is ensured that: (i) the place in question is approached and reached by the book delivery service, (ii) Orders are in accordance with economic viability requirements and (iii) there is a sufficient business relationship between Libri and the Business Partner.

3.6. If the Goods are delivered to the Business Partner in reusable containers these reusable containers shall at all times be and remain Libri's property. The Business Partner shall be obliged (i) to handle the reusable containers given to him carefully, (ii) to empty them immediately after the delivery of the Goods and (iii) to immediately provide them for collection after emptying. It is forbidden to pass on the reusable containers to third parties or to use them for Business Partners' internal business purposes. If the Business Partner is responsible for any damage or the loss of reusable containers during the term of the contract, the Business Partner shall be obliged to pay damages in the amount of the respective current replacement value of the reusable containers.

3.7. If the Business Partner or, in the case of Direct Shipments, the end customer of the Business Partner is in default of acceptance of the Goods, if he ceases to cooperate or if the delivery is delayed for other reasons for which the Business Partner or, in case of Direct Shipments, the end customer is responsible, Libri shall be entitled to demand payment of damages for the loss resulting hereof including additional expenditure (e.g. storage costs).

4. Remissions

4.1. The handling of remissions and returns shall be based on Libri's relevant applicable rules of return and remission. The rules of return and remission (i) as amended from time to time and (ii) for the respective type of return: (to that extent, the respective separate return conditions of Libri shall apply) are an integral part of these TDP and shall be provided to the Business Partner in writing or in text form prior to the first Order. Remissions outside the scope of the valid rules of return cannot be processed by Libri.

4.2. The reduction of payment for returned Goods can only be carried out by issuing a credit note. Due to the credit note, the claim in question shall be considered as uncontested between Libri and the Business Partner (clause 8.4 of these TDP).

5. Warranty

5.1. Unless otherwise stated below, the statutory provisions shall apply with regards to defects of quality or title in the

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Goods (including mistaken and short deliveries as well as improper installation or faulty installation or assembly instructions). In all cases, the statutory special provisions shall remain unaffected if the Goods are delivered to a consumer, in particular the provisions regarding the supplier's recourse pursuant to sections 478, 479 of the German Commercial Code (BGB).

5.2. A defect in quality shall be deemed to exist in particular if the Goods deviate from the contractually agreed condition. The agreed condition shall be stated in the order confirmation and/or the documents additionally transmitted during the delivery of the Goods. In addition, the statutory provisions governing the determination of the defectiveness of the Goods shall apply, whereby Libri shall not accept any liability for public statements made by the manufacturers of the Goods delivered to the Business Partner or other third parties (e.g. advertising statements).

5.3. The Business Partner must examine the Goods immediately upon their receipt and notify Libri of any defects in writing or in text form within a period of three (3) working days from receipt of the Goods, in any case before the resale unless otherwise provided in the relevant rules of return and remission set forth in clause 4. Hidden defects must be reported by the Business Partner to Libri in writing or in text form immediately after their discovery. In the case of Direct Shipments, the Business Partner shall notify Libri of any defects in writing or in text form within a period of three (3) working days after the respective end customer has claimed defectiveness.

5.4. If the Business Partner fails to notify Libri about the defects in due time, Libri's liability for the non-notified defect shall be excluded.

5.5. To the extent that the rules of return and remission referred to in clause 4 are applicable, the warranty shall be based thereon. In addition, the following shall apply:

For defects notified in accordance with clause 5.3 of these TDP, Libri shall warrant by way of supplementary performance by crediting the purchase price and the pro-rata transport costs. The Business Partner shall provide Libri with the necessary time and opportunity for subsequent performance. The Business Partner shall return rejected Goods to Libri in accordance with the applicable rules of return and remission in force. Deficiencies shall only be replaced if they are proven and determined by written statutory declarations of employees of the Business Partner or the person commissioned with the transport. The Goods must be ordered anew, if required.

5.6. If the supplementary performance fails or if a reasonable deadline set by the Business Partner for supplementary performance has passed without success or is dispensable under the statutory provisions, the Business Partner may, at his discretion, demand reduction of the remuneration or rescind the contract in the case of significant deficiencies.

5.7. Further claims of the Business Partner for damages or compensation for futile expenses shall only exist in accordance with clause 10 of these TDP and shall otherwise be excluded.

6. Accounting

On delivery of book wholesaler's goods ("Book Wholesaler's Goods Delivery") against delivery note, Libri shall sum up all delivery notes of the Book Wholesaler's Goods Delivery three times per calendar month in a collective invoice ("Collective Invoice") and shall charge it to the Business Partner's account. On delivery of other Goods and the provision of

Services, in particular Transport Services, Libri may create individual invoices and charge them to the Business Partner. The Business Partner shall be obliged to check invoices immediately after receipt and to report any errors or other inconsistencies to Libri in writing or in text form immediately, but no later than within one (1) week after receipt of the invoice. Timeliness shall be defined by the date on which notice is given by the Business Partner. An invoice which has not been opposed immediately shall be deemed to be accepted by the Business Partner.

7. Prices / payment conditions

7.1. The quotation in the electronic catalogue data, electronic updates, compendia and all advertising materials used by Libri shall correspond to the status of the respective editorial deadline. All data has been carefully compiled, errors are reserved to the extent these are not calculation errors or miscalculations caused by Libri. Retail prices legally bound under the German fixed book price law must be adhered to. To the extent to which suppliers adjust their prices towards Libri, Libri reserves the right to adjust prices with regards to the Business Partner. This is only permissible if Libri is not responsible for the price adjustment of the supplier and this price adjustment by the supplier was not already foreseeable at the time of the respective contract conclusion between Libri and the Business Partner. A price adjustment shall be excluded to the extent that the Business Partner has already committed himself to end consumers with regard to the Goods. The Business Partner ensures to make a legally binding commitment with regard to the respective Goods to end consumers only after delivery of the Goods by Libri. The exclusion of price adjustment shall not apply to any Goods subject to fixed price regulations.

7.2. Invoices shall be due for net payment without deduction 30 days from the date of invoice. Libri shall grant the Business Partner a 2% discount on the amount of the bill within one (1) week if (i) the current accounts of the Business Partner do not show any overdue amounts, (ii) the Business Partner pays within the due date as specified in sentence 1 and (iii) the Business Partner settles the invoices by way of SEPA corporate debit charge procedure in which the Business Partner's bank account is directly debited. If the Business Partner does not participate in the SEPA corporate debit charge procedure, Libri grants a 1% discount subject to the aforementioned conditions. All other Goods, Products and Services invoiced by Libri to the Business Partner, in particular Transport Services, shall be due for payment ten (10) days after the date of invoice without deduction (net). VAT shall be shown on the invoices in accordance with the legal provisions.

7.3. Unless otherwise agreed between Libri and the Business Partner, invoices shall be settled by directly debiting the Business Partner's bank account. In the case of payment by direct debit, the Business Partner must issue the necessary SEPA debit order to Libri and ensure sufficient funds on the bank account at the time the invoices are due. The Business Partner receives an advance notice (pre-notification) of the impending debit of the bank account. Advance notice shall be given in such a timely manner that the Business Partner receives it no later than two (2) banking days before the debit.

7.4. In the context of discounting, credit notes for wholesale Goods differences, returned copies and bonuses are to be included accordingly. All other invoiced deliveries and Ser-

vices are not discountable. No discount shall be allowed for payments, which Libri can only dispose of after the end of the discount period. The risk of timely settlement due to the time for the mail to run and the processing time at the bank shall be borne by the Business Partner as the debtor.

7.5. As far as the direct debit procedure is valid within the scope of the business relationship, Libri shall ensure the proper discounting and debiting of the invoice on the discount date.

7.6. Cheques shall only be accepted for payment with the usual reservation. The same reservation shall apply to payments under the direct debit procedure. The Business Partner's payment obligation towards Libri shall be deemed to have been fulfilled only after unconditionally crediting the invoice amount to one of Libri's bank or postal giro accounts. Payments in foreign currencies shall be credited according to bank account. Price differences and transfer fees shall be borne by the Business Partner as the debtor.

7.7. Despite any different payment terms, Libri shall have the right to credit payments in the first instance to its older debts, then to the costs, then to the interest, and lastly to the payment obligation arising from the respective Order to be met by the Business Partner. In case of payments on Goods delivered under retention of title, in principle the amount of the Goods already resold by the Business Partner shall be considered as paid (in the amount in which the payment covers the respective value of Goods).

7.8. If the Business Partner does not comply with payment terms or becomes aware of the fact that Libri's payment claim arising from the contract is jeopardised by a lack of the Business Partner's capacity, in particular in the event of a petition to open insolvency proceedings in respect of the Business Partner's assets or because the Business Partner has failed to meet existing payment obligations towards other third parties, Libri has the right, notwithstanding the agreed terms of payment or those set out in clause 7.2 of these TDP, to require advance payment or security in whole or in part due to all claims due or not yet due. Libri shall also be entitled to refuse satisfaction until the advance payment or provision of security in accordance with the statutory provisions have been rendered and - if necessary after setting a deadline - to rescind the contract in accordance with section 321 BGB; the statutory provisions on the dispensability of the deadline shall remain unaffected.

7.9. If instalments have been agreed, the entire outstanding payable shall be due without further reminder if 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 in respect of the Business Partner's assets is requested or if the Business Partner submits the affidavit.

7.10. If the Business Partner is in default of payment of two consecutive Collective Invoices and / or individual invoices, the amount of which exceeds the average monthly turnover on the monthly sales of the previous six (6) months and/or the entire liability pursuant to clause 7.9 of these TDP becomes due, then all agreed dealer-specific discounts and bonuses shall also be deemed to be irrelevant.

7.11. Place of payment shall be the place of performance as set out in clause 12.1 of these TDP.

8. Default

8.1. The Business Partner defaults upon the expiry of the term of payment as set out in clause 7.2 of these TDP. A reminder of the Business Partner by Libri shall not be required for the occurrence of default.

8.2. During his default, the Business Partner has to pay nine (9) per cent interest above the base interest rate on the pecuniary debt pursuant to section 288 (2) BGB ("**Default Interest**"). Libri reserves the right to prove and assert a higher damage caused by default to the Business Partner. This shall also apply to the assertion of interest payable after the due date pursuant to clause 353 of the German Commercial Code (HGB).

8.3. From the time of the Business Partner's default, Libri shall be entitled to assert all rights arising from the retention of title as set out in clause 9 of these TDP.

8.4. The Business Partner is entitled to claim a set-off or enforce any liens against Libri only insofar as the claims underlying these rights are undisputed or have been legally established.

9. Retention of title

9.1. Libri retains title to the delivered Goods ("**Retained Goods**") until full payment of all current and future claims arising from the contractual relationship and a current business relationship ("**Secured Claims**") between Libri and the Business Partner has been made. This shall also apply if individual or all items of Libri have been added to an open account and the account has been balanced to date and accepted. In case of an open account, the entire Retained Goods serve to secure the balance claim.

9.2. The Retained Goods may neither be pledged to third parties nor assigned by way of security prior to the complete payment of the secured claims. The Business Partner must immediately notify Libri in writing if and to the extent that third parties access the Retained Goods. In the meantime the Business Partner has to take all measures allowing no delay to secure Libri's claims and rights.

9.3. If the Business Partner violates the contract concluded with Libri by reason of his conduct, in particular through non-payment of due invoices or Collective Invoices, Libri is entitled under the legal provisions to rescind the contract and demand the return of the Retained Goods due to the retention of title and the rescission. This shall also apply if a petition to open insolvency proceedings in respect of the Business Partner's assets is filed. Libri may only assert these rights if Libri has previously set an unsuccessful deadline for payment to the Business Partner or if such a deadline is no longer required by law.

9.4. The Retained Goods shall be fully at the Business Partner's risk in accordance with clause 3 of these TDP. The Business Partner is obliged to inform Libri at any time - possibly even in writing - about the stock of Retained Goods and to handle these with sufficient diligence. The Business Partner is obliged to adequately insure the Retained Goods against the usual dangers (in particular fire, theft). The Business Partner hereby assigns any claims arising out of a case of damage, in particular against the insurers, to Libri to secure Libri's claims up to the amount of debt due to Libri. Libri accepts this assignment.

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9.5. The Business Partner is authorised to resell and/or process the Retained Goods in the ordinary course of business in accordance with the following provisions. In doing so, the Business Partner has to reserve title to the Retained Goods towards the third party until the purchase price has been paid in full.

9.5.1. The retention of title extends to the full value of the Products resulting from processing, mixing or combining the Retained Goods with other Goods. Libri shall be regarded as manufacturer of these Products. If, in the event of processing, mixing or connection with other goods of third parties, their ownership remains, Libri acquires co-ownership of these goods in proportion to the invoice values of the processed, mixed or connected Retained Goods with the respective third-party Products. The same shall apply to the resulting Product as to the Retained Goods.

9.5.2. The Business Partner hereby assigns to Libri for security purposes the claims arising from the resale of the Retained Goods or of the Product against third parties as a whole or to the extent of the potential co-owner's share pursuant to the preceding paragraph. Libri accepts this assignment. The obligations of the Business Partner set out in clause 9.2 above shall also apply in respect of the assigned claims.

9.5.3. In addition to Libri, the Business Partner remains authorised to collect the sum due. Libri undertakes not to collect the sum due insofar as the Business Partner (i) fully complies with his payment obligations under the contract with Libri, (ii) is not in default, (iii) has not filed a petition to open insolvency proceedings and (iv) there is no other lack of capacity. If any of the aforementioned cases occur, Libri may require the Business Partner to immediately notify Libri of the assigned claims and their debtors, (ii) provide all details required for collection, (iii) hand over the related documents and (iv) notify the debtors (third parties) of the assignment. Libri is hereby authorised to give notice of assignment to the Business Partner's customers.

9.5.4. The Business Partner must immediately forward the amounts received to Libri insofar as Libri's claim against the Business Partner is already due. The authorisation to resell the Retained Goods and to collect corresponding sums due from third parties pursuant to clause 9.5.3 of these TDP shall not be applicable with the petition to open insolvency proceedings in respect of the Business Partner's assets. In this case and when safeguards are ordered by the insolvency court, any legal and factual disposition of the Retained Goods by the Business Partner shall require Libri's prior written consent.

9.5.5. In the event that the Business Partner receives bills of exchange or cheques from a third party as a result of the resale of the Retained Goods, he hereby assigns to Libri the claims based on a bill of exchange or cheque against these third parties in the amount of the claim assigned by him from the resale of the Retained Goods. Libri accepts the assignment. The Business Partner hereby transfers title to the bills of exchange or cheques to Libri. The Business Partner shall hold the certificates in custody for Libri.

9.5.6. Libri shall release securities (such as Retained Goods) at the Business Partner's request and at its discretion insofar as the realisable value of the securities of Libri's claims exceeds this by more than 10%. The release statement shall be made in writing.

9.6. In case of rescission pursuant to clause 9.3 above as well as for the purpose of the inspection and assessment of the

Retained Goods, the Business Partner hereby grants Libri (i) the right to enter the premises, store and delivery rooms of the Business Partner and (ii) to transport the Retained Goods, if necessary, provided these TDP are fulfilled. The Business Partner waives the rights which could be due to him from adverse possession.

10. Liability

In all cases of contractual or non-contractual liability, Libri shall pay damages or reimburse futile expenses in accordance with the following provisions:

10.1. Liability for Services in the context of the sale of Goods and other Products and Services (with the exception of Transport Services provided by Libri to the Business Partner):

10.1.1. Liability in the event of gross negligence shall be limited to contractually anticipated damage. However, the above limitation of liability shall not apply insofar as any damage is caused by Libri itself (i.e. by legal representatives of Libri) or by executives of Libri or due to serious negligence on the part of Libri's organisation.

10.1.2. In the event of slight negligence, Libri shall only be liable for the breach of contractual obligations, (i) whose performance actually enables the performance of the contract, (ii) whose infringement jeopardises the attainment of the contractual purpose and (iii) on whose compliance the Business Partner may rely ("**Material Contractual Obligations**"). In the case of a violation of a Material Contractual Obligation, liability shall be limited to damages which must typically be expected within the framework of the transfer of the Goods and Products or the provision of the Services.

10.1.3. Libri shall be liable for (i) damage caused intentionally, (ii) claims under the Product Liability Act, (iii) fraudulent concealment of a defect, (iv) the assumption of a quality guarantee and (v) injuries to life, limb or health under the respective statutory provisions, without application of the limitations of liability set forth under clauses 10.1.1 and 10.1.2 of these TDP. The foregoing shall apply mutatis mutandis to actions of any vicarious agent of Libri.

10.2. Liability for Transport Services in German traffic:

10.2.1. The statutory provisions apply to the liability for Transport Services to be provided by Libri to the Business Partner in accordance with the German Commercial Code, in particular in the case of loss or damage to the Goods to be transported ("Faulty Transport Service") whereby Libri's liability for Faulty Transport Services, except for personal injury, shall be limited to two (2) special drawing rights for each kilogram of the transported Goods.

10.2.2. If, within the scope of Faulty Transport Services provided by Libri, only some of the Goods to be transported have been lost or damaged, the maximum liability is calculated, (i) if all Goods transported are depreciated, according to the total weight of the Goods to be transported or (ii) if only a part of the transported Goods is depreciated, according to the weight of the depreciated goods.

11. Limitation period

11.1. Notwithstanding section 438 (1) no. 3 BGB, the claims of the Business Partner resulting from defects of quality or title pursuant to clause 5 of these TDP become time-barred within one year after the delivery of the Goods. This shall not apply to

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the claims of the Business Partner against Libri in cases of the supplier's recourse pursuant to sections 478, 479 BGB. This one-year limitation period shall also apply to all other claims of the Business Partner against Libri resulting from this contract.

11.2. Clause 11.1 shall not, however, apply to claims of the Business Partner for damages or reimbursement of expenses in the cases (i) set out in clause 10.1.3 of these TDP, (ii) in the case of grossly negligent breaches of duty, (iii) in the case of defects of title within the meaning of section 438 (1) sentence 1 no. 1a BGB and (iv) in other legally mandatory cases. In these cases, the statutory limitation periods apply instead.

12. General provisions

12.1. Place of performance for all claims relating to the legal relations between Libri and the Business Partner is the seat of Libri's headquarters in Hamburg. Clause 3.3 of these TDP remains unaffected.

12.2. Libri may at any time amend these TDP and other general regulations applicable to the Subject Matter of the Contract, in particular the rules of return and remission, as well as any terms of the separate product and service agreements concluded between Libri and the Business Partner. An amendment may be made by Libri notifying the Business Partner of the amended contract terms in text form at least two (2) weeks before they enter into force. If the Business Partner does not expressly object to the amended contract terms within two (2) weeks after receipt of the notification, these shall be deemed to be accepted. Libri shall expressly draw the Business Partner's attention, together with the notification of the amended terms, to the significance of the two-week period and the possibility of objection. If the Business Partner objects to an amendment of the contract terms within the stated period, Libri shall be entitled to terminate the corresponding contractual relationship with the Business Partner in whole or in part by giving two (2) weeks' notice. The relevant contract terms shall continue to apply in their existing form until the termination takes effect.

12.3. Unless a more stringent form is expressly stipulated in these TDP, relevant statements and announcements made by the Business Partner to Libri after the conclusion of the contract, in particular the setting of time limits, notifications of defects and the declaration of rescission or reduction, shall be in writing to take effect.

12.4. Text form within the meaning of these TDP also includes e-mail. Insofar as the functional scope of a Customer

Portal provided by Libri, for which the Business Partner has registered, enables the submission of online declarations by the Business Partner or Libri regarding Libri's offerings, deliveries or Services to the Business Partner under the Subject Matter of the Contract as well as separate product or service contracts, these shall also be deemed to have been submitted in text form and received by Libri or the Business Partner upon their submission via the Customer Portal.

12.5. Declarations by e-mail are only effective if they are sent to the address *vertragsmanagement@libri.de*. Libri may change the relevant e-mail address by notifying the Business Partner, whereby a notification by e-mail shall be sufficient. Libri shall endeavour to notify any changes to the e-mail address to the Business Partner within two (2) weeks of the effective date of the change. Claims of the Business Partner against Libri in connection with the legal relations between Libri and the Business Partner may not be assigned to third parties by the Business Partner.

12.6. Should individual provisions of these TDP be invalid or impracticable or become invalid or impracticable after conclusion of the contract, the effectiveness of the remaining provisions as well as the individual agreements concluded pursuant to these TDP shall remain unaffected. The ineffective or impracticable provision shall be replaced, in accordance with the intentions of the parties, by a valid and practicable provision, which comes closest to the economic objective pursued by the contracting parties with the ineffective provision insofar as the invalidity is not a result of a violation of sections 305 to 310 BGB. The above provision shall apply mutatis mutandis in the event that the contract proves to be incomplete. A non-exercise of rights on the part of Libri – even for a longer period – shall not entitle the Business Partner to rely on the waiver of these rights by Libri or on forfeiture.

12.7. Unless otherwise agreed in writing, the legal relations between Libri and the Business Partner shall be governed by the laws of the Federal Republic of Germany, to the express exclusion of all international and supranational provisions, in particular the United Nations Convention on Contracts for the International Sale of Goods of 1980 and related agreements.

12.8. Hamburg shall be the exclusive place of jurisdiction for all disputes arising in connection with the handling of the legal relations between Libri and the Business Partner. This is without prejudice to the right to apply for temporary relief before the courts competent under the statutory provisions.

Hamburg, (date)

Place, Date

Libri

Partner