

# Standard Terms and Conditions of the CPI Group

State: September 2021

## 1. Scope of application

Unless agreed otherwise and confirmed in writing by us, the following Standard Terms and Conditions apply to all present and future offers and contracts of the companies CPI books GmbH, CPI Clausen & Bosse GmbH, CPI Ebner & Spiegel GmbH, CPI Moravia Books s. r. o., CPI GmbH, CPI Druckdienstleistungen GmbH, CPI Ulmer Buch-Service Gesellschaft GmbH and CPI buchbücher.de GmbH. The Standard Terms and Conditions shall be considered as accepted if the customer does not object to our confirmation of order without delay, however, at the latest upon acceptance of the goods ordered. Any deviating terms and conditions of a customer which are not expressly recognized by us in written text shall not be binding for us, even if we do not expressly object to these. This shall also apply if the customer states that it wishes to deliver on the basis of its own terms and conditions only. Acceptance of deliveries, services or payments does not signify consent to the customer's terms and conditions.

## 2. Conclusion, quality and content of contracts

2.1. Offers are always without obligation. This also applies to presentations on the Internet. A contract is only brought about by the granting of our confirmation of order in written text (also via email) or through delivery. The content of the contract, in particular the scope of delivery or service, is determined solely by our confirmation of order. Contractual amendments and addenda only become legally valid if we confirm these in written text.

2.2. With regard to the quality of the goods and services provided by us, it is agreed that technical, material-related or production-related modifications are deemed to be in accordance with the contract if this does not entail an essential alteration in the goods and/or services and the alteration is reasonable for the customer.

2.3. Deliveries exceeding or falling short of the lot size ordered by up to 10 % are deemed to be contractually agreed and do not constitute grounds for a complaint. This percentage shall be increased to up to 20 % if the paper intended for the order was procured by us based on the delivery terms and conditions of professional associations of the paper industry or in the case of paper produced to special specifications in a quantity of less than one ton.

2.4. Unless expressly agreed otherwise, we may also have the deliveries or services incumbent on us carried out by third parties.

2.5. Declarations by us in connection with this contract (e.g. service specifications, reference to DIN standards, etc.) do not comprise, in cases of doubt, an assumption of warranty. In cases of doubt, only our express declarations in written text regarding the assumption of warranty shall be authoritative.

## 3. Prices and price adjustments; payments

3.1. All prices are quoted in euros exclusive of statutory value-added tax, which must be added at the then-applicable rate. Unless otherwise agreed, the prices are deemed to be agreed ex works and do not include packaging, freight, postage or any customs charges incurred. Freight charges shall in any case be borne by the recipient. Insurance and any other forwarding costs shall be invoiced separately, if incurred. Subsequent alterations requested by the purchaser, including any machine shut-downs caused by these, shall be invoiced separately to the purchaser.

3.2. Unless agreed otherwise in written text, the invoiced amount must be paid in euros without deductions within 30 days after the date of invoice. The invoice will be issued under the date of dispatch of all or part of the goods or, if the goods are stored, under the date of completion. This does not affect the right to contractually agree upon immediate payment, advance payment or any other payment conditions. In the event that the period allowed for payment is exceeded, default shall occur without requiring a separate request for payment; in such case, statutory default interest (9 % above the base interest rate, or, for consumers, 5 % above the base interest rate) must be paid. However, this shall not affect our right to claim further damage caused by default, for which documentary proof must be provided.

In the event of defects, the customer shall only have the right to retain payment if this is in reasonable proportion to the defects and to the anticipated costs of cure (in particular of a remedy of defects).

3.3. If a substantial deterioration in the financial situation of the purchaser becomes known or it falls behind schedule with payment, we shall have the right to cease further work on the purchaser's current orders.

3.4. Application of a cash or prompt payment discount (*Skonto*) requires prior agreement in written text. The same applies to payment by bills of exchange, which in any case are only accepted on account of payment and only if specifically agreed in written text.

## 4. Risk of loss, packaging, shipping

4.1. Goods are forwarded at the risk and expense of the customer, which expressly also assumes the duties of loading and securing the goods arising from section 22 of the German Road Traffic Regulations [*Strassenverkehrsordnung* (StVO)]. We shall not be bound by the forwarding method requested by the customer. Transport insurance will only be taken out by us on the express instruction and at the expense of the purchaser.

4.2. Packaging made out of paper / cardboard and film / shrink film will be invoiced at cost and not taken back; the same applies to single-use pallets. The customer shall assume the obligation arising from section 4 of the German Packaging Ordinance [*Verpackungsverordnung*] for us.

4.3. The risk of accidental loss or incidental deterioration of the delivery item shall pass to the purchaser as soon as the goods are handed over to the forwarder or readi-

ness for dispatch has been communicated. The latter shall also apply if the goods are taken in stock by us.

## 5. Delivery time and default

5.1. Delivery dates are as agreed in the respective confirmation of order. If the execution of the order depends on supporting documents, technical details, other information or the delivery of materials which are to be procured or provided by the purchaser, the time for delivery shall commence upon receipt of these supporting documents or details by us. A time limit for delivery shall be deemed to be complied with if the delivery item has been handed over to the forwarder or readiness for dispatch is established or communicated.

5.2. For the period of the examination of galley proofs, hard proofs or other proofs or finished samples and patterns, etc. by the customer, the time for delivery shall be interrupted in each case, with such interruption lasting from the date of sending them to the customer until the date of receiving an opinion on these. If changes influencing the duration of production are requested by the customer after conclusion of the contract, the agreed time for delivery shall start again and namely only upon confirmation of the modifications, unless new delivery dates are expressly agreed.

5.3. If we are not able to comply with the agreed delivery date due to disruption to operations, strike, lockout or other working restrictions, riots or war, power supply problems, cancellation of means of transport or other obstacles through no fault of our own, in particular in cases of force majeure, we will notify the customer about this without delay. If it is not foreseeable in such a case that we can deliver the goods within a reasonable period, however at the latest within three weeks, the customer and we shall be entitled to rescind the contract. The same shall apply if the impediment still exists after a period of three weeks has elapsed since our notification. Should the impediments have been recognizable for us already at the time of concluding the contract, we shall not be entitled to rescind the contract.

5.4. We reserve the right to make partial deliveries or provide services in installments.

5.5. If the customer falls behind schedule in whole or in part with the acceptance of the goods, we shall be entitled either to take the goods ordered into stock by ourselves or store these at the warehouse of a forwarder, in both cases at the risk and expense of the purchaser. In the case of storage in our own warehouse, we will charge warehousing costs in the amount of 0.5 % of the (prorated) invoice amount per month, however no more than 10 %. If a 14-day extension period has been granted for taking delivery of the goods and such goods have not been accepted by the time that such period elapses, we shall be entitled to rescind the contract and to claim liquidated damages in the amount of the total order value. Both parties reserve the right to furnish documentary proof that the amount of damage or loss sustained was higher or lower than the stated amount.

## 6. Exclusion of liability

6.1. In cases of intent or gross negligence, we shall also be liable for our legal representatives or vicarious agents pursuant to the statutory provisions. In other respects, we shall only be liable under the German Product Liability Act [*Produkthaftungsgesetz*] or for loss of life, physical injury or impairment of health or for a culpable breach of material contractual obligations. The claim for damages for the breach of material contractual obligations or under the terms of a warranty assumed for the condition of the delivery item or in the event of fraudulent concealment shall, however, be limited to the foreseeable damage typically occurring under this type of contract, if none of the exceptional cases set forth in sentence 2 of this paragraph applies.

6.2. Liability for damage to the customer's legal interests through the delivery item, for example damage to other items, is, however, completely excluded. This shall not apply if intent or gross negligence have occurred or in the event of loss of life, physical injury or impairment of health or if we are liable under a warranty assumed for the condition of the delivery item.

6.3. The provisions of the foregoing paragraphs apply to damages in addition to and in lieu of performance, based on any cause in law whatsoever, in particular for defects, the breach of duties arising from the debt obligation or a tortious act. They also apply to the claim for the reimbursement of expenses incurred in vain.

6.4. In cases of intent or gross negligence by us or our legal representatives or vicarious agents, we shall be liable for any delay in performance in accordance with the statutory provisions. In other cases of delay in performance, our liability for damages in addition to and in lieu of performance shall be limited to 10 % of the value of the delivery in question. In the case of culpable breach of material contractual obligations, however, liability shall be limited to the foreseeable damage typically occurring under this type of contract. Further claims of the customer are excluded, including after any time limit for performance that has been set for us has elapsed. The foregoing limitation shall not apply in the event of liability for loss of life, physical injury or impairment of health.

6.5. If the delivery is not possible, the customer shall be entitled to claim damages in accordance with the statutory provisions. However, the customer's claim for damages in addition to or in lieu of performance and for reimbursement of expenses incurred in vain shall be limited to 10 % of the value of the part of the delivery that cannot be used due to the impossibility of delivery. Further claims of the customer due to impossibility of delivery are excluded. This restriction shall not apply in the event of liability for intent, gross negligence or loss of life, physical injury or impairment of health. This does not affect the customer's right to rescind the contract.

## 7. Warranty; duty to examine goods; returning goods

7.1. Customers classified as other than consumers must examine the goods received for defects and contractually agreed condition without delay after receipt. Complaints must include a detailed description of any defects and must be communicated to us in writing within eight working days. Transport damage must be established immediately upon receipt of the goods; confirmation of such damage by the carrier or freight forwarder must be requested. During production, the customer must examine the primary or intermediate products delivered for inspection in the same way and issue complaints regarding any defects without delay. This shall also apply in the same way to direct deliveries to third parties named by the customer. The customer must ensure that such third party issues any complaints in a timely manner.

For consumers, the following shall apply: If you make use of your right to rescind the contract, you are required to bear the regular costs of return shipment if the goods delivered correspond to those ordered and if the price of the item returned does not exceed the sum of € 40.00, or if, in the case of a higher item price, you have not yet, at

the time of rescission, furnished consideration or a contractually agreed partial payment, if any. Otherwise, the return shipment shall be free of charge to you. The buyer is obligated to notify us in written text of defects in quality or title within one month after the time at which he/she has established such a defect. In this regard, the defects must be described in as much detail as possible for the buyer. For a buyer classified as a consumer, this provision does not constitute a limitation period with regard to his/her rights arising from product defects.

7.2. We shall not be liable for additional costs that are incurred through the customer having declared a defective product as ready for press or completion, unless the customer was not in a position to recognize the defects at the time of making its declaration. We shall in particular not be liable for errors overlooked by the customer on galley proofs or press proofs delivered to it or for modifications required as a result of illegibility of the manuscript or for modifications subsequently made to the typesetting or artwork for example by the purchaser or the author. Spelling will be in accordance with the last edition of the German dictionary «Duden», unless as per MS has been requested. Requests for corrections must be communicated to us in written text.

7.3. In the case of colored reproductions in all printing methods, variations from the original that are usual in the industry do not constitute a defect. The same applies to comparisons between the press proofs, if any, and the final print run. With regard to light fastness, variability and variations in colors and bronzes and with regard to the condition of rubber coating, paintwork, waterproofing, etc., we shall only be liable if defects in the materials were recognizable before their use as part of a proper inspection. Variations in the properties and condition of the paper, cardboard and other materials procured by us do not constitute grounds for a complaint if these are usual.

7.4. If the customer wishes to claim damages in lieu of performance or remedy the defect itself, a failure to remedy defects by us shall only be deemed to have occurred after an unsuccessful second attempt. Instead of remedying defects, we shall also be entitled at our choice to deliver substitute goods. This does not affect the statutory cases in which establishment of a time limit can be dispensed with.

7.5. If the customer is not a consumer, the customer shall bear all expenses required for cure if these are increased due to our goods or services having already been provided because the customer has failed to comply with its obligations to give timely notice of complaints as provided in these Standard Terms and Conditions.

7.6. We shall not be responsible for defects in quality if these are based on goods provided to us by third parties or the customer, where such goods have not been altered by us to such an extent that a defect could have been brought about by our treatment thereof; this shall not affect our responsibility in the event of intent or negligence in accordance with section 6 hereof.

If necessary, we shall assign any claims against our upstream suppliers to the customer to enable it to assert its claims.

7.7. Defects in part of the delivered goods shall not entitle the customer to issue a complaint regarding the entire delivery, unless the partial delivery is of no interest to the customer.

## 8. Retention of title

8.1. We reserve title to all goods delivered by us until such time as all claims against the buyer to which we are entitled from the business relationship have been settled. This also applies if some or all debt claims have been included by us in a current account (current account relationship) and the balance has been struck and acknowledged.

8.2. In the event of third parties accessing the goods subject to retention of title, the customer must inform and notify the third party without delay about the legal situation. The customer shall bear all costs required to cancel such access and regain the objects of purchase.

8.3. The purchaser is entitled to sell the goods subject to retention of title in the ordinary course of business as long as it is not in default. Assignments of claims by way of pledge or by way of security are not permitted. Any claims related to the goods subject to retention of title which arise from the resale or which are based on any other cause in law (insurance, tortious act) are now assigned to us in the full amount by the customer as security. We accept this assignment. We revocably authorize the customer to collect the claims assigned to us in its own name for our account. At our request, the customer shall disclose the assignment and give us the information required for collection of the claim.

8.4. If claims of the purchaser arising from a resale of the goods subject to retention of title are included in a current account relationship existing with a third party, the periodic balance acknowledged in each case after the balancing of accounts of the individual current account claims shall be deemed to have been assigned. The same applies to the final balance upon termination of the current account relationship.

8.5. We shall be obliged to release goods subject to retention of title (on a pro-rata basis) if the value of the purchase prices of these goods is more than 50 % above our secured claims.

8.6. In the event of a breach of duty by the customer, in particular in the event of a delay in payment, we shall be entitled to rescind the contract and demand the return of the delivery item after a reasonable time limit set for the customer for performance has elapsed fruitlessly; this does not affect the statutory cases in which establishment of a time limit can be dispensed with.

8.7. It is agreed that our right of retention based on section 369 of the German Commercial Code [*Handelsgesetzbuch* (HGB)] shall only be restricted by written instructions of the customer (section 369 (3) HGB).

## 9. Prohibition of set-offs and exclusion of the right of retention

A set-off against our claims shall only be permitted if the counterclaims are not contested or recognized by final declaratory judgment. A right of retention based on earlier or other business transactions as part of the current business relationship is expressly excluded and therefore cannot be asserted.

## 10. Material procured by the customer; storage; archiving; loss of data

10.1. Material to be procured by the customer must be delivered to us on a free domicile basis. A confirmation of receipt shall not constitute the assumption of a warranty for the correctness of the quantities designated as delivered. The customer shall have no claim to the packaging material and the material accrued as a result of unavoidable wastage in print reconditioning and production runs, trimming, punching and similar processes.

10.2. The products to which the customer is entitled, in particular manuscripts, data and data carriers, shall only be archived beyond the moment of delivery of the end

product to the customer or its vicarious agents if expressly agreed and only for separate remuneration. If the objects referred to are to be insured, in particular against theft, fire and water, and no such agreement was reached, the purchaser shall be responsible for taking out appropriate insurance cover. The same applies to stored printing materials, printed sheets or other items that were provided. The customer undertakes to attend to the backing up of data made available to us by itself and exempts us from any liability for data loss.

## 11. Copyright; file; downloads

11.1. The purchaser shall bear sole responsibility for compliance with copyright law. We retain the copyright and the right to reproduce our own sketches, drafts, originals, films and similar items, unless expressly provided otherwise.

11.2. We retain title to all offset printing plates, print data, lithographs, montages, master copies (negatives and slide positives on film or glass), blanking presses and similar items produced by us even if these have been invoiced for separately. Such items and the know-how entrusted to the customer may only be passed on or disclosed to third parties by the customer if we have given our prior written consent to this.

11.3. In the event of deliveries made in accordance with drawings, patterns, samples or specifications received from the customer, the customer shall indemnify us against any claims made by a third party for breach of intellectual property or any other rights. In the event of a breach of contract by the customer, the customer expressly waives its property rights against us with regard to the goods being disposed of by us.

11.4. When downloading digital content, the customer acknowledges copyright thereto and agrees to comply with such rights. The customer's rights are limited to transferring the content that has been provided to not more than five end devices of the customer's choice and storing the content thereon pursuant to the terms of sections 44a et seq. of the German Copyright Act [*Urheberrechtsgesetz* (UrhG)].

## 12. Limitation of actions

All warranty claims of a customer not classified as a consumer and all claims for damages against us in connection with a defect shall become statute-barred 12 months after the passing of the risk to the customer (section 4.3 of these Standard Terms and Conditions), unless this concerns recourse claims pursuant to section 479 (1) of the German Civil Code [*Bürgerliches Gesetzbuch* (BGB)].

Claims for damages against us which are not connected to a defect shall also be subject to the one-year limitation period. However, the limitation period shall not apply in the case of intent or if a defect was fraudulently concealed by us. Furthermore, the limitation periods shall not apply to claims for damages in the cases of loss of life, physical injury or impairment of health or freedom, in the case of claims under the German Product Liability Act [*Produkthaftungsgesetz*], in the event of grossly negligent breach of duty or in the event of a breach of material contractual obligations.

## 13. Periodic work

Unless separate contractual arrangements exist for periodic work, the following is agreed: Regularly recurring work for which no notice period and no fixed final date were agreed may only be terminated by giving one month's notice effective as of the end of a calendar month.

If the average invoiced amount is above € 300.00 per month, the notice period shall be increased to three months, effective as of the end of a calendar quarter. In the case of default in payment, we may terminate the contract with immediate effect at any time.

## 14. Data protection and masthead

14.1. The customer is hereby notified that the personal data obtained in connection with the business relationship will be processed by us in accordance with the provisions of the German Federal Data Protection Act [*Bundesdatenschutzgesetz* (BDSG)].

14.2. The customer grants us the right to indicate our company name, company symbol and company identification number on our products in an appropriate and usual manner and with due regard to the interests of the customer.

## 15. Place of performance and legal venue

15.1. The following are agreed as the places of performance for the following entities and locations:

<i>CPI books GmbH</i>	Location Leck	Leck
	Location Ulm	Ulm
<i>CPI Clausen &amp; Bosse GmbH</i>		Leck
<i>CPI Ebner &amp; Spiegel GmbH</i>		Ulm
<i>CPI Moravia books s.r.o.</i>		Pohořelice / Tschechien
<i>CPI GmbH</i>		Leck
<i>CPI buchbücher.de</i>		Birkach
<i>CPI Ulmer Buch-Service Gesellschaft GmbH</i>		Ulm
<i>CPI Druckdienstleistungen GmbH</i>		Erfurt

15.2. If the customer is a business entity (*Kaufmann*), legal entity under public law or special public fund, Leck (Nordfriesland) is deemed to be agreed with the customer as the legal venue for any disputes arising from the business relationship, including any proceedings based on promissory notes and proceedings restricted to documentary evidence. This agreement on the legal venue also applies to customers who have their place of residence or usual place of abode outside of the Federal Republic of Germany or transfer this abroad after concluding the contract or whose place of residence or usual place of abode is not known at the time of bringing an action. We also reserve the right, at our option, to bring an action at the place of the registered office or residence of the customer.

## 16. Applicable law; severability

16.1. The application of German law is agreed. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded by mutual agreement.

16.2. Should one or more of the foregoing provisions be or become invalid, this shall not affect the validity of the other provisions. The invalid provision must be replaced by a valid provision which comes as close as possible to achieving the economic purpose and intent pursued with the invalid provision. The same shall apply mutatis mutandis in the event of any gap in these provisions.