

## **General Terms and Conditions of Business of the Friedrich Bischoff GmbH publishing company**

### **§ 1 Scope of application**

- (1) The present General Terms and Conditions of Business shall apply to all business relationships between the Friedrich Bischoff GmbH publishing company (hereinafter: "Publishing Company") and its customers in the version valid at the time of conclusion of the contract.
- (2) Counter-conformations by Client with reference to its own terms and conditions of business are hereby challenged. Deviations from the present terms and conditions of business shall only be effective if Publishing Company confirms them in writing.

### **§ 2 Conclusion of the contract**

- (1) Customer shall make a binding offer for the conclusion of a purchase contract by filling in the online order form on [www.bischoff-verlag.de](http://www.bischoff-verlag.de) and clicking on the "Order" button or transmitting an order in any other way (e.g. by letter, e-mail or telephone). The portrayal of Publishing Company's range in the Internet is not yet a binding offer by Publishing Company. In the event of orders via the online form on the [www.bischoff-verlag.de](http://www.bischoff-verlag.de) site, Publishing Company shall confirm receipt of the order by e-mail without delay (confirmation of receipt). This confirmation of receipt does not yet represent acceptance of the customer's offer, but is merely to inform on the receipt of the order.
- (2) The contract with Publishing Company shall originate when Publishing Company accepts the customer's offer by delivery of the commodities or transmission of an express order confirmation by letter, fax or e-mail (order confirmation).

### **§ 3 Right of revocation**

A statutory right of revocation shall accrue to consumers. Consumers shall be any natural entity concluding a legal transaction for a purpose to be assigned to neither its professional nor its independently commercial activity.

#### **Instructions as to revocation rights**

##### **Right of revocation:**

**You can revoke your contractual declaration within 14 days without a statement of reasons in a textual form (e.g. letter, fax or e-mail) or, if the commodity is supplied to you before the expiry of the period, by returning the commodity. The period shall commence upon receipt of these instructions in a textual form, albeit not before receipt of the commodity by the consignee (in the event of recurring supply of equivalent commodities, not before receipt of the first part delivery) and also not before performance of our information duties pursuant to Article 246, § 2, in combination with § 1, sub-section 1 and 2, Introductory Law to the German Civil Code, as well as our duties pursuant to § 312 e, sub-section 1, sentence, 1 German Civil Code, in combination with Article 246 § 3, Introductory Law**

to the German Civil Code. Punctual dispatch of the revocation or the commodity shall suffice in order to comply with the revocation period. The revocation is to be addressed to:

**Verlag Friedrich Bischoff GmbH**  
**Gutleutstr. 298**  
**60327 Frankfurt**  
**E-mail: [vertrieb@bischoff-verlag.de](mailto:vertrieb@bischoff-verlag.de)**  
**Fax.: +49 (0) 69 2696-146**

#### **Consequences of revocation**

**In the event of an effective revocation, the services received by both parties shall be restored and all and any benefits achieved (e.g. interest) returned. If you cannot give us the service received back partly or totally or only in a deteriorated condition, you must possibly grant us reimbursement of the value to this extent. This shall not apply in provision of commodities if the deterioration of the commodity is exclusively to be put down to its examination - as would be possible for you, for example, on a shop premises. Apart from this, you can avoid the duty to reimbursement of the value caused by intended use of the commodity by not putting the commodity into use like your property and refraining from everything which impairs its value. Commodities capable of dispatch as a parcel shall be returned at our risk. You shall bear the costs of the return if the commodities delivered correspond to those ordered and if the price of the commodities to be returned does not exceed an amount of 40 Euro or if, in the event of a higher price of the commodity, you have not yet paid the consideration or a contractually agreed part payment at the time of the revocation. Apart from this, the return shall be free of charge for you. Commodities not capable of dispatch as a parcel shall be collected on your premises. Obligations to reimbursement of payments must be fulfilled within 30 days. The period shall commence for you with dispatch of your declaration of revocation or the commodity, for us with receipt of the same.**

#### **End of the statutory instructions as to rights of appeal**

The right of revocation has been ruled out for contracts

- a) for the delivery of audio or video recordings or software insofar as the data media supplied have been unpacked by the customer,
- b) for the delivery of commodities produced according to the customer's specifications or unambiguously tailor-made to fulfil its personal requirements or not suited for returning as a result of its properties (e.g. individual books or books on demand),
- c) for the delivery of individual newspapers, periodicals and magazines if the order has not been made by telephone,
- d) for magazine subscriptions if the order has not been made by telephone and the sum total of all payments to be paid by the first possibility of termination is less than 200 Euro all told. The period of notice for magazine subscriptions shall normally be 6 weeks as per the end of the quarter.

#### **§ 4 Costs of return in the event of revocations**

In the event of a revocation (§ 3), the customer shall bear the regular costs of the return if the commodities delivered correspond to those ordered and if the price of the commodities to be returned does not exceed an amount of 40 Euro or if, in the event of a higher price of the commodity, the customer has not yet paid the consideration or a contractually agreed part payment at the time of the revocation.

#### **§ 5 Prices**

- (1) To the extent that products of Publishing Company are stated in Publishing Company's brochures valid at the time in question, the prices stated there shall apply.
- (2) The prices stated shall be final prices in Euro and shall contain the statutory value added tax valid in the case in question for deliveries within the EU. For deliveries outside the EU, invoicing shall be at the net price without value added tax. In such cases, the customer shall be responsible for proper payment of the necessary import charges and fees.
- (3) In the event of resale, the purchaser engages to comply with the tied shop prices. If the purchaser is an intermediate book dealer, it shall obligate its customers accordingly. Each breach shall entitle Publishing Company to cease further deliveries.
- (4) The following provision shall only apply towards entrepreneurs: if the rate of value added tax or the foundation of calculation of the value added tax after conclusion of the contract changes, the purchase price shall be increased accordingly to the extent that the increased rate of turnover tax is not expressly based on a displayed price.

#### **§ 6 Delivery**

- (1) Publishing Company shall supply the commodities ordered to the address stated in the order by the customer without undue delay.
- (2) Delivery shall be at the customer's expense with the dispatch costs displayed in the individual case.
- (3) Consignments shall be packed according to the postal directives.
- (4) Products supplied with a right of return shall only be taken back by the approved date and must be in a flawless condition.
- (5) In cases of force majeure completely or partly preventing Publishing Company from performance of its duties or making it considerably more difficult, Publishing Company shall be entitled to withdraw from the contract.

## **§ 7 Maturity and payment**

- (1) Publishing Company shall only accept the modes of payment notified to the customer within the framework of the order process in question.
- (2) The purchase price shall be due for payment upon conclusion of the contract.
- (3) If the customer falls into arrears with payment, Publishing Company shall be entitled to demand not only default interest to the statutory amount, but also a lump-sum processing fee to the amount of EUR 2.50. Publishing Company's right to claim higher damage shall remain unaffected, as shall the customer's right to prove lower damage.
- (4) If a bank debit is not possible for reasons for which the account owner is answerable, the customer shall bear the costs caused thereby.
- (5) The customer can only offset with an undisputed or legally effective counter-claim.

## **§ 8 Retention of title**

- (1) The commodity delivered shall remain property of Publishing Company until complete payment.
- (2) The following regulations shall only apply in commercial dealings: the commodity supplied shall remain property of Publishing Company until complete payment of all the receivables of Publishing Company against the customer in existence as per the date of the invoice. The customer shall only be entitled to resale in the ordinary course of business, however not to pledging or any other form of transfer by way of security. The customer here and now assigns its claims from the resale against its customer or against third parties to Publishing Company. Publishing Company accepts said assignment. Publishing Company irrevocably empowers it to collect the assigned receivables for its account in its own name. In the event of arrears, the customer shall be obliged to notify Publishing Company of the debtor of the assigned receivable. If the value of the collateral in existence for Publishing Company exceeds its claims by a total of more than 20%, Publishing Company shall arrange for the release of a corresponding part of the collateral by request from the customer or a third party impaired by the excess collateral.
- (3) In the event of third-party interventions against the conditional commodities, in particular seizure, the customer shall make reference to Publishing Company's ownership and notify Publishing Company of the seizure without delay. If the customer fails to do so, it shall be entirely liable for the damage incurred thereby.

## **§ 9 Termination of magazine subscriptions**

- (1) Trial subscriptions shall automatically end after the supply of the agreed number of issues without notice being necessary.

- (2) All other magazine subscriptions can be terminated as per the end of the quarter with 6 weeks' notice. There shall be no minimum term of the contract.

## **§ 10 Warranty**

- (1) The statutory warranty rights shall accrue to the customer to the extent that nothing to the contrary has been determined below.
- (2) The customer shall examine the commodities received and notify Publishing Company of obvious defects within two weeks of delivery. Defects which are not obvious shall be notified to Publishing Company within the statutory period for barring. If the contract represents a trading transaction for both parties, § 377, German Commercial Code, shall apply as a deviation herefrom.

## **§ 11 Liability**

- (1) As a matter of principle, Publishing Company shall only be liable to the extent that it has caused damage by deliberate or grossly negligent action. Publishing Company shall only be liable for simple negligence in cases of breaches of cardinal contractual duties with a limitation to foreseeable damage typical for the contract. Cardinal duties shall be those, compliance with which is of particular significance for the achievement of the purpose of the contract and in compliance with which the contracting partner may regularly trust, e.g. the provider's duty to procure the commodities for the customer free of defects in title and quality.
- (2) The aforementioned limitations of liability shall apply to the same extent to Publishing Company's vicarious agents and assistants.
- (3) The aforementioned limitations of liability shall not apply to injuries of life, limb and health, lacks of assured properties and cases of mandatory liability according to the Product Liability Act.

## **§ 12 Data Protection**

- (1) Publishing Company engages to protect the private sphere of all purchasing customers and to treat the personal data confidentially. The foundation hereof shall be the valid statutory provisions at the time in question. Details on the recording and use of person-related data result from the data protection declaration available in the online offer of Publishing Company under [www.bischoff-verlag.de](http://www.bischoff-verlag.de).
- (2) The customer shall receive information about the data stored on his person free of charge at any time.
- (3) Publishing Company would like to inform its customers about current offers, possibly by letter, to the extent that it is not recognisable that the customer would not like this. The customer can contradict forwarding of information at any time by an informal notification to Publishing Company under the following address: Verlag Friedrich Bischoff GmbH, Gutleutstr. 298, 60327 Frankfurt, telephone: +49 (0) 69 2696-0, fax.: +49 (0) 69 2696-205, E-mail: [info@bischoff-verlag.de](mailto:info@bischoff-verlag.de)

verlag.de. The customer shall only receive product information by e-mail in the event of prior express approval. The approval shall be revocable at any time.

### **§ 13 Final provisions**

- (1) To the extent that one or more of the provisions of the present agreement is or becomes ineffective, the validity of the remaining provisions shall not be affected. Instead, the ineffective provision shall be interpreted in such a way as the parties would have done if the invalidity of the provisions had been known to them; the same shall apply in the event of loopholes in the agreement.
- (2) Insofar as the customer is a merchant, the place of performance and place of jurisdiction for all claims in connection with the business relationship shall be Frankfurt am Main.
- (3) The contractual relationship shall exclusively be governed by German law, with the exception of the UN Convention on the International Sale of Goods.
- (4) Amendments or supplements shall require written form.

Date: August 2010