

**Delivery and
Terms of payment**



Version 15.04.2024

Cornelsen Verlagskontor

GmbH.

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The following terms of delivery and payment apply to all orders placed with us directly or by the publishers for delivery, unless otherwise agreed in writing. They also apply to orders from third parties that are transferred to the book trade for delivery. The customer's conditions do not override the conditions set out below even if no objection is raised. Processing is carried out both on the publisher's own behalf and for its own account and for orders, for the account of and in accordance with the instructions of the publisher's agents. Details can be found in the respective invoice.

I. Orders

1. orders are carried out as quickly as possible . We are not obliged to adhere to specific deadlines mine. Cancellations and changes to orders can only be taken into account if they are received before the original order is processed.
- 2 It is not possible to send order confirmations.
- 3 If ordered titles have not yet been published, are temporarily out of stock or out of print, this will be noted on the invoice. We will deliver advance copies without further inquiry upon publication within six months of the order date after the order date.
4. operational disruptions, strikes or other circumstances beyond our control shall release us from the fulfillment of the order. We cannot be held liable for any damage to be claimed against us.
5. for each direct delivery made to your customers we charge € 6,00 plus VAT (MwSt.) per address. Costs incurred in the event of impossibility or delay of delivery or due to refusal of acceptance shall be borne by the customer (see also IV).

II. Currency - Retention of title

- 1 All deliveries will be invoiced in Euro and shall be settled in Euro.
2. The delivered goods shall remain the property of the publisher until payment of all claims, including future claims, including any refinancing or reverse bills of exchange arising from the business relationship with the customer. This shall also apply if the purchase price for certain deliveries of goods has been paid. The customer is entitled to resell our goods in the ordinary course of

business. Pledging or transferring ownership for security purposes is prohibited. The customer hereby assigns to us, as security for all our above-mentioned claims, the claims arising from the resale of the reserved goods, including all ancillary rights, up to the amount of the invoice value of the reserved goods.

At our request, the customer is obliged to notify us of the claims arising from the resale of the goods subject to retention of title by sending us the invoice documents. The Customer shall remain authorized to collect the claim even after the assignment . We reserve the right to revoke this authorization. Our authority to collect the claim ourselves shall remain unaffected by this. However, we undertake not to collect the claim as long as and to the extent that the customer meets his payment obligations in accordance with , no application for the opening of insolvency, or similar proceedings has been filed and there is no suspension of payments.

3. if the customer includes claims from a resale of the reserved goods in a current account relationship existing with a third party, then, following the offsetting of the individual current account claims, any periodic balance, or if it is in turn included in the current account, the final balance arising upon termination of the current account relationship, shall be deemed assigned proportionally. This assignment extends up to the respective amount of the claims arising from the resale of the reserved goods included in the current account, but shall not exceed the value of the original invoice for the reserved goods.

If claims of the publisher are included in a current account relationship with the customer, the agreed reservation of tums and the assignment by way of security shall be deemed security for the proportionate balance claim of the publisher. Goods shall only ever be taken back by way of security; this shall not constitute a withdrawal from the contract, even if subsequent partial payments were permitted.

4. if the realizable value of the securities exceeds the claims by more than 20%, we shall release the excess securities at our discretion at the request of the customer.

III Shipping

1. For your orders, please specify the shipping method:

CVK shipping model, book collection services or other carriers.

This shipping method shall apply to all deliveries to the customer. Exceptions should be clearly noted on the order. For subsequent deliveries, the shipping method stored for you will be used. Pallet blocks only apply up to a weight of 300 kg. Above this weight limit, shipments will be delivered on pallets.

2 In the absence of shipping instructions we will chose a shipping method. Claims resulting from this regulation will not be acknowledged.

3. All shipping costs, including expenses for cash on delivery and subsequent delivery, as well as freight costs for a second delivery not attributable to CORNELSEN VERLAGSKONTOR, shall be borne by the customer from the publisher onwards. Packaging will not be charged - except for special packaging (such as plastic pallets, trapezoidal packaging, etc.). For low-order values, individual publishing commission agents may, at their discretion, charge packaging costs proportionally. Furthermore, we will charge €0.19 plus VAT (MwSt.) per kg for any divergent packaging instructions leading to additional costs. The transport packaging used by CORNELSEN VERLAGSKONTOR complies with the requirements of the German Packaging Act (Verpackungsgesetz).

4. For shipments consisting of multiple packages, no claim for consolidated delivery shall be derived.

5. Self-pickups are only possible for pallet shipments with a net total weight of 150 kg or more for loading by ramp (sectional gate with advance loading platform). The truck loading area must have the following dimensions:

- min. width of loading area: 2.00 m

- min. height of loading area: 0.90 m

- min. free loading area to support the

Dock leveller: 0.05 m

Form-fitting loading is carried out by CVK employees. The driver of the vehicle is responsible for the proper, i.e., transport- and operationally secure loading securing as well as traffic-safe fixation of the goods. Pickup of shipments with lower weight or unpackaged cartons is not possible. Self-pickup customers will be promptly notified by CORNELSEN VERLAGSKONTOR in writing of the pickup date for their shipment stored in the warehouse at Eckendorfer Str. 129, 33609 Bielefeld. The prerequisite for provision is a clear indication on the order form and receipt of the order at

least 5 working days before the specified collection date. Day orders handed over for collection cannot be processed immediately! The pallets provided for collection must be collected in full within five working days of notification or by the specified fixed date. Additional costs will be incurred for any storage time beyond this for each additional working day and for each pallet not collected. Collections are possible Monday to Friday from 7 a.m. to 3 p.m. possible. The break times from 9:30 am to 9:45 am and from 12:30 pm to 1:00 pm are excluded.

6 Fixed date specifications for forwarding shipments will be taken into account accordingly if there is sufficient lead time. Otherwise, we reserve the right to deliver the goods at a different time, but on the fixed date. A shipping surcharge of €18.00 plus VAT (MwSt.) will be charged for fixed date deliveries.

IV. Risk of shipment, notice of defects

1. Complaints can only be processed if the customer number, date and complete 13-digit ISBN of the complete 13-digit ISBN of the order complained about.

2. All shipments are at the customers risk and expense. We do not provide replacement for lost or damaged shipments. The customer is responsible for promptly asserting any claims against the postal service, freight forwarder, or other delivery services.

3. The content of a shipment shall be deemed to conform to the invoice and the purchase order, and free from defects attributable to us, unless the recipient provides written notice of any discrepancies or defects within 8 days of receiving the shipment. Complaints must specify the date and number of the invoice. Complaints cannot be processed unless the packing slip enclosed with each consignment is returned. In all other respects, the provisions of § 377 HGB (German Commercial Code) shall apply to complaints. In the event of justified complaints, the recipient shall have the right - provided that the complaint has been made in good time - to subsequent delivery, rescission of the purchase contract or reduction of the purchase price at the discretion of the publisher. Claims for damages are excluded, except in cases of intent or gross negligence. We shall also only be liable for other statutory or contractual liability, in particular for default,

breach of contractual obligations or obligations during contractual negotiations, inability, impossibility or tortious acts, in the event of gross negligence or intent. Replacement orders will be invoiced at the applicable conditions.

Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

V. Returns

1. returns and exchanges of permanently purchased goods are only possible if this has been expressly authorized in writing by the publisher concerned (school books) or the book trade representatives (non-school books only). In the case of return requests, the reference data must always be stated. Based on this information, a return authorization will be sent in the given case. Unauthorized returns can be resent at customers expense.
2. a further condition for the return is that the publishing works are received by us in a new, saleable condition.
- 3 All returns are at the sender's expense and risk until they reach us.
4. return shipment does not release from the obligation to pay.

VI Payments

1. in principle, payments can only be processed with the provision of the customer number and invoice number.
2. If there are claims that have not been settled within the due dates, the entire balance shall become due for immediate payment. Further deliveries will only be made against advance payment. In the event of late payment, we shall charge reminder fees and standard bank interest on arrears. Credit notes and payments on account shall always be offset against the oldest due items in the order of § 367 BGB (German Civil Code).
3. For customers without a current account arrangement or those who do not meet their payment obligations on time, delivery will only be possible against prepayment. In the pre-invoice, only titles available for delivery on the day of creation or those temporarily out of stock but expected to be available shortly will be considered for determining the amount to be transferred

before delivery, along with the estimated shipping costs depending on the delivery method. Titles that are still in preparation are listed with the planned publication date but not reserved. Once payment has been received and booked, the titles announced for delivery in the pre-invoice will be invoiced. Titles not available for delivery at this time will not be included in the calculation but will be reserved and delivered with a separate invoice later. Liability claims are excluded due to delayed delivery due to advance payment, as no stock reservation can be made. If the subsequent delivery of reserved titles from a paid advance invoice does not take place within 6 months of receipt of payment, these amounts can be reclaimed or offset against other outstanding claims. Unpaid pre-invoices are automatically deleted after 6 months.

4. offsetting by BAG (book value) can take place if this method of payment is specified in the order and there are no credit concerns.
5. Settlement via direct debit can be made if a corresponding SEPA mandate is provided. The debit will be made taking into account the invoice due dates.

VII Group offsetting clause

1. Cornelsen Verlagsgesellschaft shall be entitled to offset all its own due and non-due claims, as well as the due and non-due claims of affiliated companies, against claims of the customer.
2. Cornelsen Verlagsgesellschaft shall be entitled to offset all its own due and non-due claims against claims of companies affiliated with the customer.
- 3 Affiliated companies of Cornelsen Verlagsgesellschaft are:

Cornelsen Verlag GmbH, Berlin
Cornelsen Experimenta GmbH, Berlin
Verlag an der Ruhr GmbH, Mülheim an der Ruhr

VIII. General information

The provisions of the Traffic Regulations of the German Book Trade (VVO) shall only apply to those points which are not regulated by these Terms and Conditions of Delivery and Payment or in the publishers' supplements thereto or by individual agreements.

IX. Place of jurisdiction and place of performance

The place of jurisdiction and place of performance for claims of Cornelsen Verlagskontor arising from all deliveries shall be Bielefeld, to the extent legally permitted.

Cornelsen Verlagskontor is also entitled to assert claims at the customer's place of business.

X. Applicable law

These terms of delivery and payment and all legal relations between Cornelsen Verlagskontor and the customer shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

XI. Effectiveness (severability clause)

Should individual provisions of these Terms and Conditions of Delivery and Payment be or become invalid, the validity of the remaining provisions and the individual contracts concluded on the basis of these delivery and payment terms shall not be affected. In place of the invalid provision, the provision that comes closest to achieving the economic purpose of the invalid provision shall apply. The failure of Cornelsen Verlagskontor to exercise its rights – even for an extended period – does not entitle the client to invoke the waiver of these rights by Cornelsen Verlagskontor or to claim forfeiture.

Bielefeld, 15.04.2024

Cornelsen Verlagskontor GmbH, Bielefeld

Supplement

In addition, the following applies to the production of publishers and publishing groups (hereinafter referred to as "Publisher")

- Cornelsen Verlag
- Cornelsen Lextra
- Cornelsen Frühpädagogik
- Cornelsen Schulpädagogik
- Oldenbourg Schulbuchverlag
- Patmos Schulbuch
- Kösel Schulbuch
- Volk und Wissen
- Duden Schoolbook

- Verlag an der Ruhr
- Duden Learnattack
- edelsa - Grupo Didascalía (selection)
- Didier/Hatier International (selection)
- Oxford University Press/OELT (selection)
- Veritas Verlag (selection)
- National Geographic Learning (selection)

these additions:

I. Orders

1. orders are to be placed exclusively by stating the traffic/customer number and the complete 13-digit ISBN. In the event of inaccurate designations, we accept no responsibility for correct and punctual delivery.
2. for all orders, we recommend the online ordering system (www.cvk-online.de) or the remote data transmission method.
- 3 The publisher is not liable for incorrect deliveries due to illegible, inaccurate, incomplete or false information.
4. orders on commission or with right of return will not be accepted - except for special promotions/packages with RR or if approved by our representatives (not for school books). We only deliver on a firm invoice basis.

II Selling price

- 1 Upon acceptance of the shipment, the customer is obligated to adhere to the established retail prices. Only companies that comply with the BuchPrG (Book Price Fixing Act) in force since October 1, 2002 will be supplied.
- 2 Cornelsen Verlagskontor will always charge the legally binding price valid at the time of delivery, irrespective of the date of the order.
- 3 Price changes are displayed in the VLB.
- 4 The purchase of films grants the end consumer the right to show the films, which means that the film work can be shown to the public.
 - 5.1 In the case of collective orders of books for school instruction, which are purchased for the property of the public sector, a public authority or general education private schools that have the status of state substitute schools, the sellers grant the following discounts in accordance with the BuchPrG (Book Price Fixing Act):
 - A. For an order with a total value of up to € 25,000 for titles with more than

10 copies. = 8% discount

25 copies =

10% discount

100 copies =

12% discount

500 copies

= 13% discount

B. For an order with a total value of more than

25.000,- € = 13% discount

38.000,- € = 14% discount

50.000,- € = 15% discount

5.2 Insofar as textbooks are purchased by the schools within their own budgets, a general discount of 12% is to be granted instead for all collective orders.

5.3 The calculation of the total value shall be based exclusively on the bound retail prices. The number of titles and units can also be determined after the order has been placed if the client is given the opportunity to deliver all the books in an order at the same time. In the case of framework agreements for the continuous delivery of books, the total value of the individual deliveries shall be decisive.

5.4 Cash discounts and discounts for our price-fixed publishing products are not permitted. In the event of non-compliance, we shall be obliged to impose a contractual penalty - if necessary up to the amount of the individual transaction sought and/or executed - or to block deliveries in accordance with the provisions of the BuchPrG (Book Price Fixing Act) to maintain our price fixing.

5.5 Collective orders of textbooks by parents' associations, pupils, teachers, etc. which are not or only partially paid for with public funds, are not considered public contracts. Discounts are not permitted in these cases.

III Returns/credit notes

1. For accepted returns from deliveries without an explicitly agreed right of return, 10% of the net price will be deducted from the credit note for costs incurred.

2. Individual returns with a retail price of up to € 10.00 will not be processed because the costs for postage and handling - both in both the retailer and ourselves - are higher than the credit note. Returns will not be made.

3. Titles that are out of stock for more than 6 months cannot be credited. They will not be returned.

4. Books with internal defects (stapled, printed, moldy sheets etc.) and a retail price retail price per book up to 25,- € can be returned as follows: Send in the title

The title page and the first 16 pages as well as the defective page (if available) can be returned.

5. Titles that are not resalable when they arrive at our

not resalable cannot be credited. A return shipment will not be made.

6. Titles that were not purchased through our CVK delivery department cannot be credited. They will not be returned.

IV. Discounts

1. Textbook

Textbooks, teaching materials 20%

Where applicable, we grant a bonus discount of discount of 2% to 5%, which can be granted depending on the development of the business relationship between a customer and the publisher. In addition to the bookselling service (permanent stock of textbooks, procurement of individual textbooks from the publisher), the condition for this is also the sales development and payment history, as well as the maintenance of all program areas of the publisher and the willingness to receive representatives. Subsequent credits are excluded, the bonus discount can be redefined annually.

If less than 70% of all orders placed by a retailer for textbooks are not placed via the most cost-effective and fastest channels www.cvk-online.de or EDI, we reserve the right to reduce the textbook discount in the respective scale by 0.5%.

2. Software (CD-ROM/DVD-ROM)

Graduated discounts for educational software from 20% on request.

3. Early education, Cornelsen Schulpädagogik, textbook, Cornelsen Lextra, Verlag an der Ruhr, Veritas, Duden Lernattack

Educational literature	30%
Reference books and non-fiction	30%
Cornelsen Lextra, Veritas Learning Aids	30%
Duden Lernattack	35%

Special conditions apply for customers served by the sales representatives or the publisher. Discounts on request from the publisher or sales representatives.

V. Free items, test copies, batch

1. free items for schoolchildren and libraries are not provided.
- 2 Teacher's exemptions for class set orders are not granted in accordance with the BuchPrG (Book Price Fixing Act).
- 3 Test copies will only be delivered directly to teachers or schools against proof of the school stamp. In order to avoid discrepancies, teachers should request these directly from us.
- 4 The titles marked in the general catalog with ☒ are only delivered and invoiced directly to teachers or schools for orders with a school stamp. Delivery to retailers and discounts are not possible.
5. batch copies are generally not granted.

VI New customers

The Publisher reserves the right to supply new customers only from a minimum order value and initially only against prepayment, as well as to request bank authorization for direct debits or security for textbook orders. The minimum order value for first orders from new customers is € 1000,- at retail prices.

VII Payments, cash discount, value date

- 1 We grant a payment term of 30 days from the invoice date for all deliveries.
- 2 The publisher reserves the right to supply customers who do not meet or have not met their payment obligations on time only against advance payment. The publisher also reserves the right to demand advance payment or security for main textbook orders.
- 3 All payments are to be made free of charge and without deduction.
4. Cash discounts will not be recognized, value dates will not be granted.

VIII Group offsetting clause

1. The Publisher is entitled to offset all its own due and non-due claims as well as the due and

non-due claims of affiliated companies against claims of the Customer.

2 The Publisher is entitled to offset all its own due and non-due claims against claims of companies affiliated according to Sec 15 AktG (Shareholder Company Act) with the Customer.

3 Affiliated companies of Cornelsen are: Cornelsen Verlagskontor GmbH, Bielefeld
Cornelsen Experimenta GmbH, Berlin
Verlag an der Ruhr GmbH, Mülheim an der Ruhr

IX. Retention of title

1. The Publisher retains ownership of the delivered goods until all claims to which it is entitled now or in the future from the business relationship with the Customer have been settled in full, now or in the future.
2. The Customer is entitled to resell the delivered goods at any time revocably within the scope of his ordinary business operations. Pledging or transferring ownership by way of security is prohibited. In the event of seizure or any other impairment of ownership, the buyer must immediately notify the provider. The Customer must inform the Publisher immediately of any seizure or any other impairment of ownership.
3. The Customer hereby assigns the claim from the resale in the amount of the invoice value of the reserved goods with all ancillary and organizational rights to the Publisher, who hereby accepts this assignment. The Customer is entitled and obliged to collect the assigned claims as long as the Publisher has not revoked this authorization. If the Customer includes the claim from a resale of the reserved goods in an existing current account relationship with his customer, the current account claim is assigned in full. After balancing, the recognized balance shall take its place, which shall be deemed assigned up to the amount of the originally assigned claim. In the case of the sale and distribution of serialized works, the assignment by way of security shall also include the right of the Customer vis-à-vis his customer to demand the purchase of further parts of the serialized work. If the business relationship between the Publisher and the Customer is conducted on an open account basis (current account), the retention of title and the assignment by way of security

shall serve as security for the Publisher's balance claim.

4. If the Customer defaults on his contractual obligations to the Publisher or if there is a significant deterioration in his financial circumstances, the entire remaining debt shall become due immediately. In these cases, the Publisher is authorized, without prejudice to its other rights, to withdraw from the contract and to collect the goods subject to retention of title. The Customer loses his right to possession. At the request of the Publisher, the Customer must also provide all documents required to assert the assigned rights and provide the addresses of the debtors as well as the existence of the claims or the content of the rights.
5. The supplier undertakes to release the securities to which he is entitled to the extent that their invoice value exceeds the claims to be secured (including any interest and ancillary costs) by 20%.

X. Abroad

The prices quoted in our catalogs and invoices are in Euro (D) and German VAT (MwSt.) will be deducted if we are provided with the identification number. Otherwise the prices quoted are export prices.

Cornelsen Verlag GmbH
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