

General Terms of Delivery and Conditions of Payment

I. Scope

1. These General Terms and Conditions shall apply without exception to all orders placed with the Publishing Group, including future orders, even if the order from the customer contains divergent terms and conditions. Such terms and conditions shall be rejected and considered invalid. Furthermore, the commercial practice established in the Transport Regulations of the German Book Trade Association (Verkehrsordnung des deutschen Buchhandels) shall apply in its legal framework.
2. Any changes or amendments to these General Terms and Conditions shall be made in writing.

II. Formation of contract

1. The offers made by the publishing house shall be without obligation.
2. Orders shall not be deemed to be finally accepted until the order is confirmed or the invoice is sent by the publishing house. The customer shall be liable for any errors or other mistakes where the order is made in writing, electronically or by telephone.

III. Conditions of payment

1. The prices and conditions valid on the day the invoice is sent shall apply. Prices are defined as ex-publishing house or distribution centre and do not include packaging and shipping costs.
2. Unless agreed otherwise, amounts invoiced shall be strictly net and invoices shall be payable immediately upon receipt. Cheques and bills of exchange shall only be accepted on account of payment; bills of exchange shall only be discounted by special agreement. Discount and bank charges shall be borne by the customer and shall be paid immediately.
3. Payments shall be offset firstly against incurred interest and costs and then against the current oldest debt. Offsetting or retention of payments due to counterclaims that are disputed by us and not res judicata shall not be permitted.
4. In the event of default occurring, in respect of claims for payment without a reminder, 30 days after the due date for the payment of the invoice, we shall have the right to charge default interest in respect of consumers in the amount of 5% above the relevant basic rate of interest and, in respect of non-consumers, in the amount of 8%. In respect of merchants, we shall have the right to charge interest in the amount of 5% from

the due date. The assertion of further loss shall not be affected hereby.

5. In commercial business transactions, upon payment default on the part of the customer or fundamental deterioration of its creditworthiness after contracts have been concluded, all claims shall be payable in cash immediately, even in the event of a deferment and even after bills of exchange or cheques have been discounted. Furthermore, in this event, the publishing house shall have the right to demand payment in advance or the provision of security and to rescind all contracts that have been concluded after a reasonable period of time.
6. In the event of any arrears of payment on the part of the customer, the publishing house shall, in particular, be entitled to remove or change conditions and reduce or cancel discounts and other concessions. This shall also apply to the delivery of previously ordered serial publications and magazines.

IV. Retail price maintenance

1. The customer expressly undertakes to maintain the shop price established by the publishing house within the framework of retail price maintenance for deliveries within or into the Federal Republic of Germany and to Austria. In other words, the customer shall not increase it or reduce it by means of any other determination of prices or granting of discounts.
2. The customer shall impose this obligation on onward sellers.
3. Any violation of these obligations shall entitle the publishing house, in particular, to cease further deliveries. The penalties under the Sammelrevers retail price maintenance arrangements shall not be affected.

V. Retention of title

1. Until such time as all claims (including current account balance claims) due to the publishing house for whatever legal reason from the customer now or in the future are satisfied, the publishing house shall be provided with the following securities, which shall be released on request at the discretion of the publishing house, as and if their value sustainably exceeds our claims by more than twenty per cent (20%).
 - a) The goods delivered shall remain the property of the publishing house.

- b) The customer shall have the right to sell on the goods subject to retention of title within the scope of an ordinary and proper business transaction, provided it is not in default in respect of the publishing house. Pledges or security assignments of the goods subject to retention of title are impermissible. The customer herewith assigns the claims arising from the onward sale of the goods subject to retention of title or on any other legal ground with regard to the goods subject to retention of title (insurance, action in tort) to the publishing house in full as security. The customer shall be irrevocably authorised by the publishing house to collect the assigned claims in its own name and on behalf of the publishing house. At the request of the publishing house, the customer shall disclose the assignment and shall provide the necessary information and documents.
 - c) If the customer incorporates any claims from the onward sale of the goods subject to retention of title in an existing customer account relationship with a third party, it shall assign (proportionally) to the publishing house the claim to which it is entitled following the balancing of accounts of the individual current account claims in the amount of the claims in the current account from the onward sale of the goods subject to retention of title.
2. The customer shall insure the goods delivered under retention of title against theft, damage, destruction and accidental loss (in particular fire and water) and shall provide evidence of this on request.

VI. Delivery and transfer of risk

1. Statements about delivery times are not binding. A binding delivery time must be specifically indicated as such in writing and must be confirmed in writing by the publishing house.
2. The publishing house shall have the right to make partial deliveries. Any delivery costs incurred shall be chargeable to the consignee.
3. The publishing house shall not be liable for delivery or performance delays due to force majeure and events which impede delivery or make delivery for the publishing house impossible, including subsequent difficulties in procuring material, operational disruptions, strikes, lockouts, lack of means of transport, official directives, etc.
4. Risk shall, in any event, be transferred to the customer when the consignment leaves the delivery centre.

VII. Returns policy

The current version of the returns policy of the Thieme Publishing Group shall apply.

VIII. Complaints, claims for defects and compensation

1. In the case of commercial transactions, obvious defects in the consignment must be reported without delay, in any event not later than one week after receipt of the goods. Hidden defects must be reported within two weeks of their discovery. Subsequent complaints shall not be considered.
2. Material defects shall be remedied by the publishing house through supplementary performance, i.e. through elimination of the defect or the delivery of an item that is free of defects, at its own discretion. Should supplementary performance be impossible or should it be unreasonable for the publishing house to carry it out, or should it fail, the customer shall have the right to enforce a price reduction or to withdraw from the contract.
3. All further claims due to defects as well as claims of the customer for compensation for positive breach of contract, action in tort, infringement of duties during contract negotiation, or non-performance shall be excluded. This shall not apply in cases of wilful misconduct or gross negligence, injury to life, physical integrity or health, if the loss is the consequence of a culpable breach of a material contractual obligation, or in the event of non-compliance with any quality or durability guarantees given. Material contractual obligations shall be the individual major terms as well as other (secondary) contractual obligations, which, in the event of culpable violation of obligations, may endanger the attainment of the purpose of the contract. Liability is always restricted to the amount of compensation for a typically foreseeable loss.

IX. Miscellaneous

1. The place of performance for all obligations arising out of the business relationship with the customer shall be Stuttgart.
2. The place of jurisdiction for all legal disputes arising out of the business relationship with the customer shall be Stuttgart, if the customer is a merchant.
3. The laws of the Federal Republic of Germany shall apply to the judgement of the entire legal relationship with the customer. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
4. Should a part of this Agreement or of these General Terms of Delivery and Conditions of Payment be invalid or non-enforceable, the validity of this Agreement or of these Conditions shall not be affected thereby.

Stuttgart, 1 February 2009