

10 Conclusion of contract

1.1 We exclusively place orders in the form of a written order based on our General Terms and Conditions of Purchase. Other conditions shall not become part of this contract, even if we do not expressly contradict them. Should we accept the delivery/performance without express contradiction, under no circumstances can this be perceived as our acceptance of the supplier's delivery conditions.

1.2 Contracts of all kinds as well as order changes and supplements must be laid down in written form. Written form may also include faxes and emails. Verbal agreements shall only prove binding if they have been confirmed in writing in the form of an order (see Point 1.1).

1.3 No remunerations or compensation shall be granted for visits or for the preparation of offers, projects, test samples and costs for material testing etc.

1.4 The supplier shall obligate themselves to treat all commercial or technical details not commonly known and of which they are informed through the business relationship confidentially, and shall not make this information accessible to third parties. They shall obligate their suppliers or those involved in the process accordingly.

1.5 The supplier shall treat the conclusion of contract as confidential. They may not make reference in advertising materials and reference lists to business connections with us until they have received our permission to do so.

2.0 Prices, dispatch, packaging

2.1 The agreed prices are fixed net prices in EUR unless otherwise expressly agreed. The costs of packaging, freight and transport to the shipping address we have stated or the location of use are contained in these prices. If, subject to prior written agreements, packaging costs are invoiced separately, we are authorised to return packaging which is in good condition carriage paid to the supplier and to receive a remuneration of 2/3 of the value resulting from the invoice.

The agreement on the place of fulfilment shall not be affected by the type of pricing.

2.2 Dispatch shall take place at the supplier's own risk. The risk of any deterioration including the risk of accidental losses shall be borne by the supplier right up to delivery or acceptance to the shipping address or location of use requested by our company.

3.0 Submission of invoices and payment

3.1 Invoices shall be sent to us as a single copy on dispatch of the goods, but separately from these. The order no. and order date are mandatory in every invoice.

Invoices submitted which do not fulfil these stipulations shall not be considered received until such time as they are corrected. If partial deliveries have not been expressly agreed upon, an overall invoice is to be created after complete delivery.

3.2 Payment shall take place in the method of payment of our choice on the agreed dates and under other conditions to the payment office stated by the supplier. Payment shall take place either within 30 days with 3% discount or after 60 days strictly net, calculated according to delivery/performance or handover ready for operation and proper receipt of invoice.

3.3 In case of complaints regarding a delivery or performance, we are authorised to retain the entire payment for proper fulfilment.

4.0 Delivery deadlines, delays in delivery, force majeure

4.1 The agreed dates are binding. The receipt of the goods in accordance with the contract at the location of receipt or use requested by us shall be decisive for adherence to the delivery date or deadline.

4.2 If the supplier sees that an agreed date cannot be upheld for whatever reason, they must inform us in writing without delay, stating the reasons and the duration of the delay.

4.3 If the agreed dates cannot be upheld due to circumstances for which the supplier is responsible, we shall be authorised after expiry of an appropriate grace period set by us to claim for damages instead of the performance, to procure a replacement or to withdraw from the contract at our discretion. The acceptance of delayed deliveries/performance does not mean that claims for compensation have been waived.

4.4 In case of supplier delivery delays, we are authorised to invoice a contractual penalty of 0.5% of the total order value per working day of the delay, maximum 5% of the total order value. The total order value shall be understood as the remuneration owed after processing of the contract (in accordance with the order issued).

4.5 Force majeure and labour disputes shall exempt the contractual partner from their obligations to perform for the duration of the disruption and to the scope of its effect. The contractual partners shall be obligated to provide the required information without delay, within the scope of the reasonable limits, and to adapt their obligations to the changed conditions in good faith. We are completely or partially released from the obligation to accept the ordered delivery/service and thus far authorised to withdraw from the contract if the delivery/performance can no longer be used by us due to delays caused by force majeure or labour disputes - taking economic aspects into consideration.

4.6 Should a delivery come earlier than expected, we reserve the right to return goods at the supplier's cost. If prematurely delivered goods are not returned, then we shall store the goods until the due delivery date at the supplier's cost and risk.

4.7 We shall only accept partial deliveries subject to express agreements. In case of agreed partial deliveries, the remaining, residual quantity is to be listed.

5.0 Warranty and correction of faults

5.1 The supplier shall guarantee and assure us that all of the objects they deliver and all of the performances they render are in line with the latest technological status, the pertinent legal regulations and the regulations and directives laid down by authorities, trade unions and professional associations as well as the stipulated functions and specifications.

The supplier shall guarantee and assure us that the execution complies with the accident prevention and work safety regulations as well as the generally-acknowledged safety and occupational medical rules. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent for the purpose.

The warranty obligations for the supplier shall remain unaffected by this consent. If the supplier has any doubts regarding the type of execution we request, then they must inform us of this fact without delay in writing.

5.2 We shall notify the supplier without delay of unresolved defects in services/performance as soon as they are determined under the circumstances of proper business processes, at the latest however within seven days after delivery. Excess deliveries and insufficient deliveries shall not be accepted. If goods receipt inspections are required over and above the conventional scope due to defective deliveries, then the supplier shall bear the costs of these.

5.3 Deliveries/performance claimed for during the period of limitation, which also include the non-achievement of guaranteed dates and the lack of assured properties, must be remedied by the supplier on request without delay and free of charge including all auxiliary costs, either through repair or replacement of the defective parts, at our discretion. Further legal claims, in particular claims for rectification, minimisation, withdrawal or damages, shall remain unaffected.

5.4 Should the supplier fail to fulfil their obligations to remedy defects within an appropriate deadline set by us, we can undertake the required measures at their cost and risk, irrespective of the supplier's obligation to remedy defects, or have these executed by third parties. In urgent cases, we can undertake the improvements ourselves after consultation with the suppliers or have these executed by a third party. In case of a minor duty to minimise damages, defects can be remedied by us without prior consent and the expenses charged to the supplier without the obligation of the supplier to remedy defects being affected. The same shall apply if there is an unusually high risk of damages.

5.5 The limitation period totals 30 months unless expressly agreed otherwise. This period shall begin with the handover of the delivery object to us or to a third party designated by us at the location of receipt or use stipulated by us.

In the case of equipment, machines and systems, the period of limitation shall start with the date of acceptance which is stated in the written declaration of acceptance from our purchasing department. For purchased parts which cannot remain in operation during investigation of the defects and/or remedying of the defects, a running period of limitation shall be extended by the time of the operational interruption.

In the case of parts which have been repaired or replaced, the period of limitation shall begin again from the date on which they are delivered - over and above the legal inhibition.

5.6 In the case of investment goods, the supplier shall assure the subsequent delivery of spare parts and accessories for the fiscal depreciation period for the products.

5.7 Should claims be asserted against us due to any violations of official safety regulations or due to national or international product liability regulations or legislation due to defects in our product which can be traced to goods from the supplier, then we shall be authorised to demand compensation for these damages from the supplier, inasmuch as this has been caused by the products they supply. These damages shall also include the costs of a precautionary recall campaign. The supplier shall label the delivery objects so that they are permanently recognisable as their products.

In addition, the supplier shall insure themselves against all risks from the product liability to the sum still to be agreed upon, and shall submit this insurance policy to us on request.

6.0 Property rights

The supplier shall guarantee that all deliveries/services are free from the property rights of third parties and in particular that no patents, licenses or other property rights of third parties are violated through the delivery and use of the delivery objects. The supplier shall indemnify us and our customers from claims by third parties from property right violations of any kind. We have the right to obtain at the supplier's cost a permit for use of the delivery objects and performances concerned from the authorised party.

7.0 Drawings

All drawings, data and other objects which have been given to the supplier for production of the goods or which have been manufactured by them in accordance with our instructions shall remain our property and may not be used for other purposes or made available to third parties. They shall be returned unprompted after completion of our requests or orders.

8.0 Termination of contract

8.1 In the case of permanent contracts, the mutual period of notice shall be 3 months to the end of the year.

8.2 Contracts can be terminated in writing for an important reason, subject to maintenance of a period of three months. An important reason is any circumstance rendering the continuation of the contractual relationship unacceptable. Such a reason is in particular pertinent if the supplier sustainably or severely violates their contractual obligations. Such a reason is also pertinent if our business activities change substantially.

9.0 Final provisions/court of jurisdiction

9.1 Should individual parts of these General Terms and Conditions of Purchase be rendered legally ineffective, the efficacy of the remaining provisions shall not be affected.

9.2 The supplier shall not be authorised to forward the order on to third parties without our prior written consent.

9.3 The supplier is not authorised to assign their claims against us without our prior written consent, which shall not be unreasonably withheld.

9.4 If nothing else is expressly agreed, the place of fulfilment for the delivery obligation is the shipping address or location of use desired by us; for all other obligations, it shall be both parts of Nördlingen.

9.5 The court of jurisdiction shall be Nördlingen. Exclusively the law of the Federal Republic of Germany shall apply. The UN sales law and the standards of private international law which would lead to the application of foreign legal standards shall be excluded.

10.0 Declaration on the processing of personal data

10.1 The supplier shall be exclusively authorised to process the personal data required for fulfilment of the contractual obligations. The processing of personal data for other purposes shall be excluded.

10.2 The supplier shall guarantee that all persons involved in the processing of personal data have obligated themselves to the confidentiality of and adherence to data protection.

10.3 The supplier shall be obligated to take the measures to be executed for safety in processing and the achievement of an appropriate data protection level for the risks involved in accordance with Art. 32 of the EU General Data Protection Regulation (DS-GVO), and to verify these measures to us. They shall support us regarding the fulfilment of the affected party rights acc. Art. 12 to 23 DS-GVO (GDPR) and the obligations incumbent upon them acc. Art. 32 to 36 DS-GVO at our first request.

10.4 After fulfilment of the services owed, the supplier shall at our discretion either delete or return to us in full all personal data, unless legal obligations contradict this.

10.5 The processing of personal data by the supplier shall take place exclusively in a Member State of the European Union. Processing outside the European Union shall only be permitted subject to our prior, express consent.

10.6 The processing of personal data through a subcontractor shall require our prior, express consent.

10.7 On request, the supplier shall provide us with all information regarding the verification of adherence to Art. 28 DS-GVO, shall facilitate inspections to be conducted by ourselves or an auditor commissioned by us, and shall participate in these inspections.

11.0 Declaration on the Minimum Wage Law (MiLoG) by the printing house C.H. Beck

Through the Minimum Wage Law (MiLoG), the legislator has determined from 01.01.2015 the introduction of a comprehensive minimum wage per working hour. All of the suppliers commissioned by us for work or services are obligated to fulfil the respective legal minimum wage regulations comprehensively and to confirm to us unprompted in writing in a company / supplier declaration their adherence to the Minimum Wage Law (MiLoG).

12.0 CHB Energy Standard 50001

The printing house C.H. Beck is certified in accordance with DIN ISO 50001. In order to safeguard our energy efficiency improvements, the reduction of our energy consumption is essential. Therefore, we place great value during on energy efficiency in our procurement processes, which we see as decisive in addition to the procurement price and economic viability. For these reasons, we kindly ask you to ensure that only components in the most up to date energy efficiency class are used for all orders of technical investment goods and spare parts including lighting products at the time of order. We kindly request a written confirmation to be submitted with the order confirmation as well as a list of the appropriate energy-related key performance figures.

Status: October 2018

Delivery regulations (please observe to the letter and ensure execution):

Please state the order number, material number and, if applicable, job number in order confirmations, delivery notes, transport documents, package addresses, adhesive labels on wagons, invoices and on all correspondence!

Order confirmations:

Immediately (within 2 working days max.) after order via email to zentraler-auftragsservice@becksche.de

Delivery notes:

In accordance with the order data. The statement of gross and net weight is mandatory.

Invoices:

After the provision of services, via email to rechnung@becksche.de

Truck deliveries:

Mondays to Thursdays from 7:15 -11:45 and 12:45 -15:45 hrs, Fridays 7:15 -12:00 hrs.

Delivery regulations for paper suppliers:

See supplementary, separate delivery regulations for rolled and format paper https://becksche.de/Content/Downloads/pdf/DE_Lieferbedingungen_CHB_Stand_05_2017.pdf

Non-observance of our delivery regulations will mean that no proper delivery and goods receipt postings can be carried out, thus resulting in additional effort/costs which shall be borne by the supplier.