

Conditions of sale and terms of payment / T&C

1. Scope, customer base, definitions

1.1. These Terms and Conditions (T&C) shall only apply to businesses within the meaning of Section 14 of the BGB [German civil code], i.e. in respect of natural or legal persons or partnerships with a legal personality who or which, in entering into a legal transaction, act in exercise of their trade, business or profession. They form an integral part of all contracts with Arnulf Betzold GmbH. Prior to a first order, we will check your status (e.g. by means of your presenting a trading licence or confirmation by the tax office of your self-employed status).

1.2. These conditions shall be deemed to have been accepted no later than on receipt of the goods. Any different or additional terms and conditions of the customer shall not apply, even if we provide services while aware of such terms and conditions.

Any statement by the customer to the contrary by reference to their conditions of business and/or of purchase is hereby rejected.

1.3. Where working days are used to calculate time limits, these shall include all weekdays except Saturdays, Sundays and public holidays at our registered office in Ellwangen (Baden-Württemberg). New Year's Eve and Christmas Eve shall be treated as public holidays.

2. Storage of contract text, customer account

2.1. The text of your contract will be stored with us; however, for security reasons, it will not be immediately accessible to you. Each customer is provided with password-protected direct access ("My account"). After registering for this service, you can manage your data and view your order information here. The customer agrees to keep all personal access data confidential and not to make them available to any unauthorised third party.

3. Contracting party, language, and conclusion of the contract

3.1 Your contracting party is Arnulf Betzold GmbH. In our online shop at www.betzold-educational.com, a contract is entered into in accordance with these T&C in German or English.

3.2 By placing goods on our website, we make a binding offer for entering into a contract of sale at the price stated on the website.

You accept this offer by placing an order on completion of the shopping-basket system.

3.3. Before placing your order, you have the opportunity to check and amend the data you have entered. Barring technical problems, your order will be confirmed immediately upon receipt of the order.

3.4. Please note: for orders against payment in advance, a delivery will only be made once the total amount has been credited to our account.

The customer shall be bound to their order for no more than 7 working days and may, of course, cancel their order in part or in full before we have indicated our acceptance of the order.

3.5. All information regarding technical specifications, measurements and weights are subject to standard commercial tolerances. We reserve the right to make variations in design or other variations not having a significant effect on the usability of the goods supplied.

4. Prices, shipping costs

4.1. All prices are net prices before statutory value-added tax and other price components.

4.2. Details of any additional transport and shipping costs can be found in the shop.

4.3. For deliveries outside the member states of the European Union, additional costs may be incurred at import to a third country (customs duties and charges and import VAT). Such additional costs must be borne by the customer.

4.4. Item prices subject to statutory price fixing are fixed prices. In the event of a price increase by the publisher/manufacturer, Arnulf Betzold GmbH will be obliged to charge the customer the new price.

5. Payment

5.1. Payment (depending on arrangements made with the customer) shall be made on account or in advance:

- **Purchases on account** (subject to a satisfactory credit rating) shall be paid for by non-cash bank transfer. This will depend on all previous invoices having been settled. Unless otherwise agreed between the parties, payment shall be made within 14 days following receipt of the invoice, without deductions. The invoice will be issued along with the delivery.
- In the event of **payment in advance**, you will receive the bank details when you have placed your order.

5.2. We shall be entitled at all times, e.g. with new customers, but also in an existing business relationship, to make deliveries only against payment in advance, in full or in part. We will issue an appropriate proviso no later than when accepting the order, in which case the customer shall have the right to cancel the order within 3 working days by notifying us in text form.

6. Delivery

6.1. Deliveries within Germany shall be made by post, haulage, or other parcel services, at our discretion. In case of delivery by haulier, the customer must ensure that the address given is accessible by HGV. Unless otherwise agreed, goods delivered by haulier will be kerbside deliveries, i.e. the shipment will be unloaded at the kerbside.

Delivery to all other countries will be EXW – Ex Works (Incoterms 2020), unless otherwise agreed between the parties.

6.2. Any indications regarding delivery dates shall be non-binding, unless they are expressly stated as binding. Binding delivery dates shall be subject to a separate agreement. A delivery period or delivery date shall be deemed met if the delivery item is dispatched – or, where collection has been agreed, we notify the customer that the item is ready for collection – before the end of the delivery period. Delivery periods shall commence on the date of the order confirmation, unless circumstances dictate otherwise. A delivery period shall be suspended for any period during which the customer is in default of payment and/or until the customer has submitted the information and documents required by us to complete the order and/or until a down payment or advance payment, if such has been agreed, has been received by us.

6.3. The delivery period shall be appropriately extended in case of strikes and lock-outs adversely affecting the delivery, as well as in circumstances outside our reasonable control, such as delays to deliveries caused by force majeure.

Force majeure shall be construed as an external event which could not have been prevented given the utmost care that could reasonably be expected and which is not attributable to the business operations of either the customer or the seller; an event which neither party, exercising the utmost care that could justifiably be expected, could foresee and which, to the extent that the performance of services that are the subject matter of the contract are concerned, cannot be prevented, in particular not by contingency planning and/or emergency procedures and/or technical safeguards. Force majeure within the meaning of this clause includes, in particular, military conflicts or terrorist attacks, uprisings, riots, embargoes, explosions, fire, flooding, other natural disasters, epidemics, pandemics and adverse weather conditions, as well as judicial or administrative measures and orders (whether valid or invalid). The foregoing events shall also constitute force majeure if they occur for pre-suppliers or service providers of either party.

We will notify the customer of the beginning and end of such obstacles without undue delay.

7. Shipping risk, availability reservation

7.1. The risk of accidental loss or accidental deterioration of the goods shall be transferred to the customer when the goods are handed over, in case of purchase for delivery, to the haulier or other person or organisation designated to perform the shipment. The risk shall also be transferred to the recipient when the goods are loaded at our dispatch point if we deliver ourselves using our own or others' vehicles. If the dispatch is delayed at your request, the risk will be transferred to the customer at the time of notification of readiness for dispatch.

Any insurance of the parts against transport damage or other risks will only be taken out at the express request and expense of the customer.

7.2. Packaging will be done according to customary commercial standards. Packaging materials, with the exception of pallets, cannot be returned. The customer is responsible for the disposal of the packaging at their own expense.

7.3. Our obligation to deliver may be voided by our issuing a notice of withdrawal in the event that we have ourselves not been supplied correctly and in time and are not responsible for the unavailability of the goods. In case of unavailability of the goods, we shall notify you immediately, and any advance payment shall be refunded without undue delay.

8. Retention of title

8.1. Until the full settlement of all claims to which the seller is entitled vis-à-vis the customer, now or in future, on any legal ground (including any current account balance outstanding), the seller shall be granted the following securities, which it will release on demand at its discretion, so long as their value permanently exceeds the claims by more than 10%.

8.2. The goods shall remain the property of the seller. Any processing or transformation shall be made on behalf of the seller as the manufacturer, without any obligation being placed on the seller. If the (joint) title of the seller lapses by union with other goods, it is agreed that the (joint) title of the customer in the unified item shall be transferred to the seller in proportion to the value of the goods (invoice value). The customer shall store the (joint) property of the seller free of charge. Any goods in which the seller holds a (joint) title are hereinafter referred to as "reserved goods".

8.3. The customer is entitled to process and sell the reserved goods in the course of ordinary business, so long as they are not in default. Pledging or chattel mortgaging is not permitted. Any claims arising from the resale or another legal ground (insurance, unlawful act) regarding the reserved goods (including any current account balance outstanding) are even now assigned in full to the seller by the customer as a security. The seller revocably authorises the customer to collect the claims assigned to the seller for the seller's account in the customer's name. This authority to collect may only be revoked if the customer fails to fulfil their payment obligations in the proper manner.

8.4. In the event that third parties gain possession of reserved goods, the customer shall advise them of the seller's title and notify the seller without undue delay. Costs and damages shall be borne by the customer.

8.5. In case of breach of contract by the customer – in particular, in case of default of payment – the seller shall be entitled to withdraw from the contract and demand the return of the reserved goods. The transport costs incurred for returning the goods shall be borne by the customer.

9. Warranty, obligation to report defects

9.1. We provide a warranty by retrospective fulfilment in the form of remedying defects or supplying a replacement, at our discretion. Statutory warranty claims shall apply, provided that the warranty shall be limited to defects becoming apparent within one year of the beginning of the limitation period (warranty period). The period for exercising any rights in connection with this (limitation period) shall be unaffected (but cf. clause 10.2).

9.2. The customer must ensure that the goods are checked for obvious transport damage without undue delay and that any transport damage is documented and – wherever possible – reported to the person put in charge of delivery by the shipping services provider and/or confirmed by such person.

The customer must ensure that obvious defects are reported in writing without undue delay and no later than within a period of 14 days following receipt of the goods. If non-obvious defects are discovered, there shall be an obligation to report the defect without undue delay and no later than within 14 days following discovery of the defect. The rights of the customer shall be preserved so long as the notice of defects is sent in time. Otherwise, the goods shall be deemed accepted even in the light of the relevant defect. For merchants, Section 377 of the *HGB* [German commercial code] shall also apply. In this context, a timely notice of defects by the end customer, i.e. one made without undue delay, shall be deemed a notice of defects by the customer if it is forwarded to us by the customer without undue delay.

10. Liability

10.1. We shall only be liable for claims for damages – in particular, those arising from unlawful acts, organisational fault, culpa in contrahendo, or any other fault-based claims for breach of duty – to the extent that the fault is one of intent or gross negligence, or that the damage arises from a breach of essential contractual obligations whose fulfilment is a precondition of the proper performance of the contract and compliance with which the contracting party may reasonably expect, or claims under Sections 1, 4 of the *Produkthaftungsgesetz* [German product liability act].

10.2. Any limitations or exclusions of warranty claims (cf. clause 9) or the foregoing exclusion of liability in cases of simple negligence shall not apply to damages arising from injury to life and limb or health, or if a quality guarantee has been assumed, or if a defect has been fraudulently concealed within the meaning of Section 444 of the *BGB*. In such cases, we shall also be liable for simple negligence. For warranty claims in such cases, the full statutory warranty period shall apply. Any manufacturer's warranty shall also remain unaffected.

Also unaffected are the provisions of Sections 445a and/or 445b of the *BGB* regarding a trader's recourse vis-à-vis their own supplier in the event of a sale of newly manufactured goods to a consumer.

10.3. To the extent that our liability is governed by the foregoing provisions, this shall also apply to our employees, workers, representatives and vicarious agents.

11. Applicable law, place of jurisdiction

11.1. All legal transactions or other legal relations with us shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other international conventions, even when transposed into German law, shall not apply.

11.2. In business transactions with merchants and with legal persons under public law, it is agreed that the place of jurisdiction for all legal disputes regarding these Terms and Conditions and individual contracts entered into pursuant to the same, including actions on bills of exchange and cheques, shall be the courts competent for the place of our registered office. In that event, we shall also be entitled to bring an action at another statutory legal venue. Any exclusive place of jurisdiction shall be unaffected by the foregoing provision.

12. Severability

If any provision of these Terms and Conditions should be or later become legally invalid in full or in part, this shall not affect the validity of the remainder of these Terms and Conditions. Any invalid provision shall be replaced by statutory provisions. The same shall apply if there is an unintended gap in these Terms and Conditions.

Your supplier and contracting party:

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Registration court: Ulm local court, commercial register HRB 510209
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www.betzold-educational.com

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