



Edition 01 / 2023

Terms of Delivery and Payment of the Stuttgarter Verlagskontor SVK GmbH (referred to as SVK in the text)

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 processing takes place both on one's own behalf and for one's own account as well as for orders, for account and according to the instructions of the publisher's commissioners. Details can be found in the respective invoice.

In addition, the supplementary conditions of the publishers for whom SVK delivers apply (see Appendix).

1 Orders

1.1 Orders will be executed as soon as possible. However, an obligation to meet a specific delivery date cannot be assumed.

1.2 Operational disruptions, strikes, traffic and other obstacles for which we are not responsible release us from the fulfillment of the order. We cannot be held liable for any damage caused as a result of this.

1.3 It is not possible to send order confirmations.

1.4 If SVK cannot deliver because the item ordered has not yet appeared, is temporarily out of stock, is no longer available or is subject to other delivery restrictions, this will be noted on the invoice in the form of message texts. Dates are the responsibility of the publishers. We deliver reservations without further inquiry at the time of publication.

1.5 The cancellation of an order can only be considered if it is received by SVK before the order is processed. Cancellation is not possible when ordering via remote data transmission (RDT).

1.6 Telephone orders become legally valid upon delivery. For remissions from telephone orders, we generally charge a processing fee of 25%.

2 Prices

2.1 The prices charged by SVK are gross prices.

2.2 For deliveries within the Federal Republic of Germany, these prices include the applicable value added tax.

2.3 For deliveries to a country outside the European Union, the prices are considered as final prices excluding value added tax. The orderer/customer is responsible for the proper payment of the taxes due in these countries.

3 Retention of Title

3.1 All goods are delivered subject to retention of title. Until all claims against the customer have been settled in full, the delivered goods remain the property of SVK (§ 449 BGB, current account reservation) or the publisher's commissioners. The customer may sell the delivered goods in the ordinary course of business. A pledge or security transfer is not permitted. In the event of the resale of reserved goods, the customer assigns the claim arising from the resale to SVK in advance as security. The customer is only entitled and authorized to resell and resell the reserved goods with the proviso that the purchase price claim is transferred to SVK; all other disposals of the reserved goods are prohibited for the customer. Upon request, the customer shall inform SVK of the claim arising from the resale of the reserved goods. The customer is entitled to collect the claims himself as long as SVK does not give him any other instructions.

If the customer sells goods subject to retention of title to customers with whom he maintains a current account relationship, he assigns his current account claims to SVK as security for all outstanding claims of SVK. If the security rights selected according to this agreement exceed the total claim of SVK by more than 10%, SVK is obliged, at the request of the customer, to transfer the excess part back to the customer.

3.2 If the customer includes claims from a resale of the reserved goods in an existing current account relationship with a third party, then after the individual current account claims have been netted, the respective recognized periodic balance or - if this is entered in the current account - that with the termination of the current account relationship applies resulting final balance as assigned. If the publisher's claims are included in a current account relationship with the customer, the agreed retention of title shall serve as security for the publisher's balance claim.

3.3 If the customer carries out actions on the delivered goods in accordance with §§ 946 - 950 BGB (combination, mixing, processing, etc), which extinguish the retention of title regulated herein, the resulting claims of the customer shall be assigned to SVK in advance in accordance with the above provisions in the amount of the claims due to SVK against the customer.

4 Assumption of risk and notice of defects

4.1 All shipments are for the account and risk of the customer from the moment of dispatch, even if the loss and deterioration are due to chance or force majeure. SVK does not provide compensation for consignments that are lost or damaged during transport. SVK also does not provide compensation if the consignment was repacked into other transport units by the carrier. In order to safeguard his interests, the customer or recipient must therefore report the damage to these offices within the period specified by the shipping carrier (post office, parcel service, commission agent, forwarding agent, etc.) and independently order a replacement.

4.2 The content of a consignment shall be deemed to correspond to the invoice or the delivery note and free of defects for which SVK is responsible if the recipient does not report the deviation to SVK within one week of receipt of the consignment or assert a complaint. In all other respects §377 HGB shall apply to the notices of defects. In the event of complaints, the date, type of shipment, content and number of the invoice or delivery note and the packing slip must be indicated. If the complaint is justified and the notification of defects is made

in good time, the customer has the right to subsequent delivery, and if subsequent delivery fails, to withdraw from the purchase contract or reduce the purchase price. Claims for damages are excluded insofar as SVK is not at fault.

5 Liability

SVK is liable without limitation for damage to the goods up to the moment of dispatch if they are due to their own grossly negligent breach of duty or to an intentional or grossly negligent breach of duty by their legal representatives or vicarious agents. For other damage, SVK is basically liable for any culpable violation of essential contractual obligations (cardinal obligations), unless SVK can sign itself free of liability by virtue of commercial usage. In these cases, SVK's liability is limited to compensation for the damage that is typical and foreseeable at the time the contract was concluded. Moreover, liability is excluded. Contributory negligence as a result of insufficient provision of cooperation services, delayed notification of damage or as a result of organizational errors is to be attributed to the customer. The customer is obligated to notify SVK immediately in writing of any damage within the meaning of the above liability regulations or to have it recorded by SVK so that SVK is informed as early as possible and, if necessary, can work together with SVK to mitigate the damage. A violation of this information obligation can lead to a reduction or the exclusion of the claim for damages.

6 Statute of limitations

Claims for defects, including claims for damages due to damage to the delivered goods, become time-barred within one year from the start of the statutory limitation period. Associated rights of withdrawal and reduction rights can also only be asserted within this period. The statute of limitations in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected.

7 Shipping costs

7.1 For your orders, we ask you to specify the shipping route in general: SVK shipping model, book collection traffic (Zeitfracht, BOOXpress, Umbreit) or other carriers. This instruction then applies to all deliveries. We kindly ask you to note exceptions clearly on the order. However, special shipping regulations can only refer to the shipping route and not to the segmentation of an order. In the case of subsequent deliveries, the shipping route saved for you will always be used.

7.2 If there are no shipping instructions, we will specify the SVK shipping model. Claims resulting from this regulation will not be recognised.

7.3 Shipping costs of all kinds, such as postage, freight, etc., are calculated by SVK in the amount incurred or at a corresponding flat rate - unless the consignment is freight collect - also for subsequent deliveries. The packaging is specified by SVK, provided there are no restrictions from the shipping carrier.

7.4 Packing and dividing up an order is the responsibility of SVK. There is generally no charge for packaging, except for special packaging material such as crates, special containers, rolls for art prints, cardboard boxes when delivery on a pallet is undesirable, etc. This will be charged at cost price.

7.5 From 250 kg SVK delivers on Euro pallets as standard.

7.6 Paid services and surcharges from the shipping carrier (e.g. lifting platform, notifications) will be charged to the customer.

7.7 If the customer does not have any loading aids (e.g. ramp, lifting platform, forklift), the customer must specify when ordering that pallets can only be delivered with a lifting platform. In the event of non-compliance, any additional costs incurred shall be borne by the customer.

8 Return

8.1 Return Documents

Requests for returns should always be addressed to the sales department of the relevant publisher or its authorized bookselling agent. On the basis of this information, the publisher will issue a return authorization for purchased goods, which must contain the reference data (at least customer and invoice number). If rights of return were granted when the goods were purchased, this proof must be enclosed with the return.

8.2 Unauthorized Returns

Returns without one of these proofs (return authorization or proof of purchase with return rights) or with exceeded return deadlines will be collected according to their condition (stored or spoiled), without a credit note being issued by SVK.

8.3 Credit

A prerequisite for the credit note is that the published works reach us in new, saleable condition. Entries and awards with merchandise management labels also mean that the goods are no longer brand new. If return quotas have been agreed, credit will only be made up to this amount. Individual returns with a retail price of up to €10 will not be processed because the costs for postage, processing and creating a credit note – both in the range and with SVK – exceed the value of the credit note.

8.4 Transport / transfer of risk

Approved returns are to be marked on the outside with the note "Remittenden" and sent to:

SVK, Remittendenstelle, Im Riebeisen 33, 71404 Korb. The customer bears the risk and costs for this.

8.5 Payment Obligation

Returns do not release from the payment obligation. If the return has been approved, the credit from SVK must be awaited.

8.6 Exchange

Articles that are misprinted, incorrectly bound or articles that are to be taken back by SVK due to a justified notice of defects will be exchanged at any time within the limitation period according to Section 5, with reimbursement of the necessary return costs. If the exchange is not possible, the amount will be credited.

9 Payment

9.1 Payments can only be booked if the customer number and invoice number are specified.

9.2 Payment by SEPA basic direct debit procedure can be made if we have a corresponding mandate. The collection takes place under consideration of the invoice due dates. Existing direct debit authorizations were reclassified as SEPA basic direct debit mandates on August

1st, 2014. In the case of SEPA core direct debits, the period for the pre-notification is reduced to 1 day. Any costs incurred as a result of the direct debit not being redeemed or reversed will be borne by the customer.

9.3 The conditions separately agreed with the customer shall apply to credit and maturity. Invoices with a right of return (RR) are also due after the normal payment period has expired, regardless of the return period. If there is a justified reason, SVK can restrict the credit agreements or change the mode of payment at any time. In such a case, SVK has the right to immediately demand security for the goods that have already been delivered. If this request is not met, SVK has the right to withdraw from the contract and claim damages.

9.4 The balance of an account can only be determined on the basis of SVK postings.

9.5 Customers with whom SVK does not have ongoing invoice transactions or who have not settled their balances within the due dates will be supplied against prepayment. Instead of an advance invoice, SVK can also submit a limited delivery offer to the customer, which is accepted by the customer in the case of advance payment within the period and expires after the period has expired without receipt of payment.

9.6 If there are claims that have not been settled within the due dates, the entire balance is due for immediate payment.

9.7 General differences and expected credits do not entitle to withhold due invoice amounts.

9.8 BAG billing via Buchwert GmbH & Co.KG (book value, formerly Buchhändler-Abrechnungs-Gesellschaft) can be made up to the invoice value limit specified by SVK, provided there are no credit concerns to the contrary. In the case of payment arrears, offsetting via the book value is ruled out.

9.9 In the event of a payment arrears, all postage expenses, dunning and collection costs are borne by the customer. Interest on arrears will be charged from the due date in the legally stipulated amount in § 288 BGB, unless higher damage can be proven in individual cases. SVK reserves the right to assign claims to a debt collection service provider with the specification of all necessary customer data.

10 Jurisdiction and place of performance

Place of jurisdiction and place of performance for claims of SVK arising from all deliveries is Stuttgart.

11 General

11.1 The customers of SVK are notified of book trade announcements about business processes and changes of any kind directly by SVK or by advertisement in the Börsenblatt für den Deutschen Buchhandel .

11.2 The provisions of the Verkehrsordnung des Deutschen Buchhandels (traffic regulations of the German book trade) only apply insofar as nothing else has been agreed in these Terms of Delivery and Payment or in the publisher's supplements to them or by individual agreement.

11.3 All terms and conditions of the customer or third parties do not apply, even if SVK does not specifically object to their validity in individual cases. Even if SVK refers to a letter that contains or refers to the terms and conditions of the customer or a third party, this does not constitute consent to the validity of those terms and conditions.

11.4 SVK reserves the right to revoke and amend its Delivery and Payment Terms and Conditions at any time. Revocation, changes and additions will be announced in a suitable form to ensure that they are binding.

12 Governing Law

The law of the Federal Republic of Germany applies to these Terms of Delivery and Payment and the entire legal relationship between SVK and the customer.

13 Effectiveness (Severability Clause)

Should individual provisions of these Terms of Delivery and Payment be or become invalid, this shall not affect the validity of the remaining provisions or the individual contracts concluded on the basis of these Terms of Delivery and Payment. Instead of the ineffective condition, the regulation that comes closest to the economic purpose of the ineffective condition comes into effect. The non-exercise of the rights by SVK - even for a longer period of time - does not entitle the client to invoke the waiver of these rights by SVK or to forfeit.

Stuttgart, January 2nd, 2023

Stuttgarter Verlagskontor SVK GmbH

Appendix KLETT publishers

In addition, the following supplementary conditions apply to the articles of the publishers of the Klett Group to be delivered by SVK:

1 The Terms of Delivery and Payment also apply if incoming orders from third parties are assigned to a bookseller for delivery, provided, however, that the bookseller agrees to have orders assigned to it treated as if they were its own, which happens tacitly if it is not expressly contradicted after receipt of these conditions.

2 Orders

- 2.1 Textbooks, teaching and learning materials, software are only delivered in fixed form. Orders with RR or a.c. are not accepted.
- 2.2 Orders should be sent to SVK, stating the traffic (customer) number and Klett item number. Orders addressed to the Klett publishers are handed over to SVK for execution. If Klett article number (ISBN) and title are not identical, the ordered number will be delivered. If the Klett item numbers are not specified or are imprecise, SVK assumes no responsibility for the correct delivery. Title (this also includes edition, volume designation, etc.) should only be mentioned if the item number is not known.
- 2.3 Orders with an order value of less than €20 at retail prices will be carried out with a small quantity surcharge of €1.50.
- 2.4 For each direct delivery made to your customers, we charge €7 including VAT for each delivery address. These shipments are posted as parcel or freight shipments. The postage costs are at the expense of the invoice recipient.

3 Order way

- 3.1 We reserve the right to reduce the discount granted by one percentage point if less than 90% of the annual sales of textbooks are made via the inexpensive and fast ordering channels RDT or <https://bestellportal.svk.de>.
- 3.2 The discount can be reduced by one percentage point for orders whose order value exceeds €1,000 at retail prices and which are not placed electronically (RDT or SVK online ordering portal).

4 Price

- 4.1 SVK calculates the price valid at the time of invoicing, regardless of the date of the order.
- 4.2 With the purchase of films, the end consumer is granted the right to present them, which means that the film work can be made publicly perceptible (§ 19 (4) UrhG - German Copyright Act).
- 4.3 Buyers of books from Klett publishers are obliged not to agree on a price other than the price set by the publisher when reselling them to final customers (§§ 1, 3 5 BuchPrG). Price changes are indicated in the Verzeichnis lieferbarer Bücher (list of available books).
- 4.4 In the case of collective orders for textbooks for immediate use in the classroom, discounts are to be granted to public clients or clients whose expenses are predominantly borne by the public sector. When calculating the total value of the collective order, the fixed retail prices should be used as a basis.
Please note the provisions of the Book Price Fixing Act (§ 7 (3) BuchPrG). You can find out the special regulations for the federal state in which your customer is located from the state associations of the Börsenverein des Deutschen Buchhandels (German Book Trade Association).

5 Returns

- 5.1 Remissions must always be approved in writing in advance. Please address your written return requests to SVK, stating the relevant reference data (invoice number, invoice date). A prerequisite for any return and the creation of a credit note is that the copies are received in such perfect condition that they can be sold elsewhere at full price and that they are not editions or editions that are no longer being distributed. Outdated editions and copies that cannot be sold due to damage will not be credited. Approved returns must be received by SVK by the end of October of the respective year at the latest.
- 5.2 In the case of approved returns, the publisher charges a processing fee.
- 5.3 Unauthorized returns will not be credited.
- 5.4 Individual returns with a catalog price of up to €20 cannot be credited because the processing costs exceed the value.

6 Proof copies and solution volumes

- 6.1 In the case of textbooks, software, teaching and learning materials, no discounts are possible through batch copies.
- 6.2 Free passes for students and teachers will not be issued.
- 6.3 Test copies of textbooks are generally delivered directly to specialist teachers by Klett.
- 6.4 Volumes of solutions and methodological handouts can only be issued directly by Klett to the teachers.

7 With the purchase of software programs, the purchaser acknowledges that these items also represent products that are worthy of protection and copyright and accepts the rights of the publisher without restriction. The purchaser is not entitled to copy, change or edit the delivered software programs or cause this to happen. Violation obliges him to pay a lump-sum compensation payment of €5,000, regardless of any further legal claims by the publisher. This also applies to the digital components in the print products.

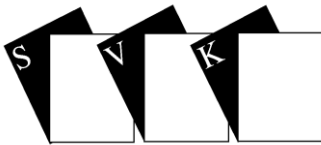
8 Invoices from SVK for Klett articles are to be paid in cash without any discount and free of charges.

9 The Terms of Delivery and Payment of SVK in conjunction with the supplements for articles from Klett publishers also apply to deliveries within the framework of the freedom to use learning materials, unless individual conditions are changed or canceled by special regulations, in particular the school authorities, with the consent of SVK.

10 10.1 Customers of Klett publishers are informed of book trade announcements about business processes and changes of any kind directly or by means of an advertisement in the Börsenblatt für den Deutschen Buchhandel .

10.2 The provisions of the Verkehrsordnung des Deutschen Buchhandels (traffic regulations of the German book trade) apply only insofar as nothing else has been agreed in these Terms of Delivery and Payment or by individual agreement.

11 The Klett publishers reserve the right to revoke and change their terms of delivery and payment as well to supplement them at any time. Revocation, changes and supplements will be announced in a suitable form to ensure that they are binding.



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