

# Thieme Group Terms and Conditions of Supply (Corporate Publishing)

## **I. Applicability**

1. These Terms and Conditions of Service and Payment shall apply exclusively to all offers, proposals and agreements made between Thieme and any third party in the commercial sector (i.e., entrepreneurs and companies – the “Principal”) relating to the products and/or services of Thieme (“the Products and/or Services”) and, along with the relevant Thieme order acknowledgement, shall form the entire agreement between the parties (the “T&C”). For the purposes of the T&C “Thieme” shall mean the company within the Thieme group that is providing the Products or Services as set out on the Thieme order acknowledgement (“Contract”) or invoice.

Where general terms and conditions of business are proposed by the Principal, these shall not apply insofar as they are not consistent with these T&C and the T&C will prevail; Thieme shall not be bound by a Principal's terms and conditions even if another explicit objection is waived after the reception of such.

2. These T&C supersede any previous supply terms and conditions. Any amendments or supplements to these T&C as well as any waiver of the written form requirement shall be made in writing.

## **II. Offer/Order**

1. Offers are subject to change without notice. Any documents handed over with the offer, such as catalogs, brochures, illustrations, etc., are issued or published for the sole purpose of giving an approximate information on the Products and/or Services described therein.
2. Orders placed by the Principal shall be deemed accepted only upon confirmation of the order or invoicing or performance of the service by Thieme.

## **III. Prices and Payment**

1. Unless otherwise agreed, our prices shall be ex publisher or place of delivery, exclusive of any taxes, such as VAT, and exclusive of any handling, packing, and shipping.
2. Unless otherwise agreed, payments shall be made within 30 days of the invoice date, without any deductions, to one of the bank accounts specified. In the event, payments on account or payment by installments has been agreed the same conditions shall apply. Thieme shall be free to refuse acceptance of payment by bills of exchange or cheques. Acceptance of such is limited to acceptance on account, but not in lieu of payment, and the Principal has to bear any additional costs incurred, including discount and collection fees.
3. Invoices shall always be issued upon performance of the services.

If separately identifiable parts of the service have been rendered to the Principal by the end of the year (cut-off date 15.12.), Thieme shall be entitled to invoice partial services or to demand payments on account to the amount of the value at which the portions of the service have been proven to be rendered as per Contract, including the value-added tax payable thereon. This does not apply to reprints and e-licenses.

In the event of early termination of the project by the Principal and such termination is not due to any circumstances for which Thieme is responsible, Thieme shall - without prejudice to any further rights - be entitled to invoice for the services rendered, invoicing 20% of the order amount as a minimum.

4. Payments received shall be applied firstly towards payment of any costs and interest, and in each case towards payment of that debt of the Principal that has been outstanding the longest. The Principal shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Principal has a valid court order requiring an amount equal to such deduction to be paid by Thieme to the Principal. This shall not apply to any rights to refuse performance arising from the same contractual relationship.
5. In the event of late payments or payment arrears or a significant deterioration of the Principal's creditworthiness after acceptance of an order, all claims shall immediately become due for payment in cash, even in the event of a deferral and possible acceptance of bills of exchange or checks. Furthermore, in this case we shall be entitled to retain goods not yet delivered or to demand advance payment or provision of a security, and to rescind all existing Contracts after having granted the Principal a reasonable grace period. This will not exclude the assertion of further damage caused by default of payment by the Principal.

## **IV. Delivery and transfer of risk**

1. Any indication of a date of delivery or time for posting content online shall be deemed to be non-binding.
2. A delivery deadline or period indicated for the performance of any of Thieme's obligations shall only be deemed to be binding if it is confirmed as such by Thieme in writing. If applicable, it shall commence on the date of Thieme's confirmation of the order, but no earlier than the date on which Thieme has received the final order, for which all outstanding questions have been unambiguously settled - in particular from a technical point of view -, and on which any agreed down payment has been received. From the day, the Principal dispatches proofs, production samples, galley proofs, or digital drafts etc. for revision by Thieme, the time period agreed for the performance of any of Thieme's obligations is suspended and only continues once the Principal receives Thieme's statement thereto.

If the Principal requests changes to the order after its confirmation by Thieme, any deadline or time period previously agreed shall be extended for an appropriate additional period of time if Thieme agrees to the changes requested.

3. A binding delivery deadline or period shall be deemed to have been observed if the deliverable or service due has been dispatched to the Principal or his vicarious agent within the stipulated period. Compliance with any delivery deadline is subject to the Principal's timely and due fulfillment of his contractual obligations.
4. In no event shall Thieme be responsible or liable for any failure or delay in the delivery or performance of its

contractual obligations arising out of or caused by, directly or indirectly, forces beyond its control (force majeure) and due to events, which make the delivery or performance substantially more difficult or impossible for Thieme. Such events include subsequently occurring material procurement difficulties, operational disruptions, strikes, lockouts, lack of means of transport, official directives, etc. In any such circumstances, the contractual delivery deadline or time period shall be deemed to be extended by "a reasonable period of time".

5. Partial deliveries shall be permissible. If a printed product is produced specifically for a customer, excess or short deliveries of the print run ordered of up to 5% shall be permissible. Invoicing shall always be based on the actual quantity delivered.
6. Risk shall in any case transfer to the Principal when the consignment leaves Thieme's premises. At the request and expense of the Principal, Thieme will insure the shipment against damage in transit. If shipment or delivery is delayed at the request of the Principal, the risk shall pass to the Principal on the day the goods are ready for shipment.

#### **V. Property rights and copyrights, price fixing for books**

1. Any goods delivered shall remain the property of Thieme until all outstanding receivables resulting from and in connection with the business relationship with Thieme have been paid for in full. Goods subject to retention of title may not be resold to third parties without prior consent by Thieme. Any such attempt is void. The Principal herewith assigns to Thieme all receivables due from a resale. If goods subject to retention of title are seized by a third party, the Principal must object and notify Thieme immediately. To the extent to which the value of all security rights owned by Thieme exceeds the value of all secured claims by more than 20%, Thieme shall release a corresponding part of the security rights.
2. Any express provisions to the contrary notwithstanding, Thieme shall retain the copyright to its own sketches, drafts, originals, films and the like, and the right to reproduce these works by means and as part of any process and for any intended use, also in electronic form, Any reproduction and any copying are expressly prohibited without Thieme's prior approval, even if the goods or services in question are not covered by copyright or any other industrial property rights.
3. The Principal shall ensure that any document supplied to Thieme is not subject to the copyrights of third parties and accepts full responsibility for and liability in the event that the use of these documents by Thieme impairs or infringes third party intellectual property right or any other rights or any applicable legal provisions. The customer shall indemnify Thieme against all claims made against Thieme as a result of any such infringement.
4. Thieme shall be entitled to place the Thieme trademark or brand in a customary form on any product or service supplied by Thieme.
5. In the event the goods delivered by Thieme are subject to is subject to the statutory and contractual rules relating to

fixed book prices (Germany, Austria), the Principal shall ensure that these rules are also observed when reselling the goods. If necessary, the Principal shall also oblige any resellers to respect these rules accordingly.

#### **VI Warranty/ Damages**

1. The Principal shall be responsible for the correctness and completeness of any templates or samples provided to Thieme for the execution of the respective order and any other information or specifications provided for the execution of the services. Any defects resulting from the provision of incorrect or incomplete material cannot constitute a defect in Thieme's performance and/or liability.
2. Minor deviations, resulting from technical conditions or differences in the production materials used, between the original or printed sample and the subject of the order shall be expressly reserved as customary in the trade and shall not constitute a defect.
3. Any notice of obvious defects must be given in writing without delay, at the latest within 10 days after delivery to the Principal or his vicarious agents. Notices for non-obvious defects must be given in writing within 10 days of their discovery at the latest. Defective items shall be kept available for inspection by Thieme or its agents in the condition in which they are at the time of discovery of the alleged defect.
4. Thieme shall remedy justifiably asserted defects at Thieme's election and at no cost to the Principal repair or replace the product that is defective (by a newly produced product).
5. If Thieme's attempts to remedy a defective product have failed within a reasonable period of time set for this purpose, then the Principal shall be entitled to either rescind the concrete purchase order or to demand a reasonable pro-rata reduction of the remuneration due.
6. The warranty period shall be 12 months or, if applicable, the mandatory statutory warranty period for the purchase of consumer goods (including the right of recourse).
7. In no event will Thieme be liable to the Principal for any damages or claims by the Principal, irrespective of the legal basis. In particular damages arising from breach of contract and from tort shall be excluded. These limitations of liability shall not apply in cases of willful intent or gross negligence, for damages arising from loss of life, bodily injury, or health, for liability under the Product Liability Act, for a warranty provided by Thieme, if any, for damages due to an intentional or negligent material breach of contract or in other cases of mandatory liability under the law. However, liability for the breach of essential contractual obligations shall be limited to compensation for the foreseeable damage typical for such contract, except in the event of malicious intent or gross negligence or if there is liability due to loss of life, bodily injury, or health. Essential contractual obligations are the respective main contractual obligations as well as other contractual (ancillary) obligations which, in the event of an intentional or negligent breach of duty, may result in the achievement of the purpose of the Contract being jeopardized. There is no reversal of the burden of proof associated with the above stipulations.

## **VII Data Processing**

For the processing of personal data, our privacy policy (available at [www.thieme.com](http://www.thieme.com)) applies in addition.

## **VIII Place of Performance and Jurisdiction,** **Final Provisions**

1. The place of jurisdiction for all legal disputes arising from business relations with clients who are merchants, a legal entity under public law or a special fund under public law, as well as the place of performance for all obligations arising from the contractual relationship with the Principal, shall be Stuttgart. However, we shall also be entitled to take legal action at the place of the Principal's registered office.
2. The entire legal relationship with the Principal shall be governed by German law without giving effect to the provisions of conflict of laws that refer to other legal systems. The application of international sales law, in particular the Uniform UN Sales Law (CISG), is expressly and entirely excluded.
3. If any individual provision of the Contract or these Terms and Conditions of Supply is held to be or has become legally invalid, the validity of the remaining terms of the Contract or the Terms and Conditions of Supply shall not be affected. The invalid provision shall be replaced by a regulation that comes as close as possible to the purpose of the invalid provision in economic terms, insofar as legally permissible.

Status: June 2023