

Terms and Conditions of Delivery and Payment

W. Kohlhammer Druckerei GmbH + Co. KG

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Postfach 60 01 45 · 70301 Stuttgart

Augsburger Straße 722 · 70329 Stuttgart

www.kohlhammerdruck.de

I. Scope

1. These terms and conditions of delivery and payment apply to all—also future—contracts, services and offers entered into or provided by us in the commercial sector. They do not apply to contracts with consumers within the meaning of Section 13 of the German Civil Code (BGB). The applicability of the Customer's terms and conditions is hereby expressly rejected insofar as they do not correspond to these terms and conditions of delivery and payment; they shall not be binding upon us even if, after receiving them, we refrain from expressly objecting to them again or refer to a letter containing or referring to the terms and conditions of the Customer or a third party.
2. Amendments and additions to these General Terms and Conditions of Delivery and Payment and to the other contractual content must be made in text form.

II. Offers

1. Our offers are subject to change and non-binding unless expressly designated as binding. Documents provided with an offer, such as catalogues, brochures, illustrations, etc., contain only approximate information and descriptions unless exact conformity is required for suitability for the contractually intended purpose.
2. The contract concluded by our order confirmation, including these terms and conditions of delivery and payment, shall be decisive. It fully reflects all agreements between the contracting parties concerning the subject matter of the contract. Oral assurances made by us before conclusion of this contract are legally non-binding, and oral agreements between the contracting parties are replaced by the written contract unless expressly agreed otherwise in each case between the contracting parties.

3. Customary deviations and deviations due to legal regulations or technical improvements, as well as the use of equivalent materials, are permissible provided they do not impair suitability for the contractually intended purpose.
4. Errors made by us in connection with the placement of an order, including pricing, entitle us, at our discretion, to avoid the contract or to withdraw from it.

III. Prices and Terms of Payment

1. Prices are ex works and exclude packaging, freight, customs duties, insurance and statutory value-added tax.
2. Drafts, proof prints, programming work, sketches and similar services will be charged, even if no order is placed.
3. Increases in material prices and personnel costs occurring between conclusion of the contract and delivery may be charged to the Customer. This does not apply to goods and services to be delivered or rendered within four months of conclusion of the contract, unless they are delivered or rendered within the scope of a continuing obligation.
4. If a printed product is manufactured specifically for the Customer, over- or under-deliveries of up to 10% of the ordered print run are technically unavoidable and may not be disputed. The quantity actually delivered will be invoiced.
5. Unless otherwise agreed, payments are to be made within 8 days of invoicing with a 2% discount, or within 30 days without any deduction. Bank transfers and cheques shall be deemed payment only upon receipt of the credit confirmation. Payment by bill of exchange or cheque requires our express prior consent and is always accepted only on account of performance. All associated costs and expenses shall be borne by the Customer. The Customer shall likewise bear any costs arising from the agreement of deviating payment terms (credit costs, etc.).
6. If the Customer fails to make payment when due, the outstanding amounts shall bear interest at 5% per annum from the due date; the right to claim higher interest and further damages in the event of default remains unaffected.
7. For larger or long-term orders, reasonable instalment payments corresponding to the work already performed shall be made.
8. In the event of payment default by the Customer, or if after conclusion of the contract we receive unsatisfactory information regarding the Customer's ability to pay or financial position, or become aware of a material deterioration in the Customer's creditworthiness, the entire outstanding balance shall become immediately due for cash payment, including in the event of deferment or any acceptance of cheques or bills of exchange. Where the goods could not otherwise be used, we shall furthermore be entitled, irrespective thereof, to suspend further work on current and future

orders, make further performance dependent on advance payments or the provision of security, and, after a reasonable grace period, withdraw from existing orders.

9. Rights of set-off and retention exist only in respect of counterclaims that are undisputed by us or have been legally established. This also applies insofar as we have not expressly acknowledged any notices of defects in writing.

IV. Customer-Supplied Materials

1. The Customer shall deliver to us, carriage paid, any materials to be procured by the Customer—of whatever kind, e.g. data and data storage media (customer-supplied materials).
2. We shall have a lien on all customer-supplied materials handed over to us in respect of all our claims.
3. We shall be liable for damage to and loss of customer-supplied materials only in cases of gross negligence or intent. This also applies insofar as damage occurs during data processing. The Customer shall obtain insurance against all risks itself and shall retain backup copies of all data made available to us.

V. Proofs and Print Approval

1. The Customer shall carefully check proofs and press proofs for the entire content and layout, in particular for typesetting errors, and return them to us within 14 days, declared ready for printing or with a precise indication of the requested changes, unless the parties agree otherwise. For smaller print orders and typeset manuscripts, we are not obliged to provide a proof. We shall not be liable for errors overlooked by the Customer during its review of proofs and press proofs. If no proof is requested, liability for typesetting errors is limited to intent and gross negligence.
2. Typesetting errors shall be corrected free of charge. Changes required that deviate from the print template, in particular Customer and author corrections, shall be charged separately.
3. In the event of subsequent changes to print approval (subsequent requests for changes), all resulting costs shall be borne by the Customer.

VI. Copyright and Intellectual Property Rights

1. Insofar as we ourselves produce documents (including all drafts, sketches, artwork, originals, transparencies, data sets, films, print and data storage media, programs, worksheets and cost estimates, etc.), we retain all copyrights without restriction unless expressly agreed otherwise in writing.

2. Any exploitation, reproduction, etc. of these works may take place only in cooperation with us; in particular, independent exploitation by the Customer is prohibited. The works may not be made accessible to third parties and must be returned to us immediately upon request.
3. We are entitled to affix marks of origin to the works in customary industry form.
4. We assume no warranty that works produced by us in accordance with the Customer's specifications do not infringe third-party rights (company rights, copyrights, trademark rights, etc.). Any liability in this respect, including for indirect damage incurred by the Customer, who bears sole responsibility for observing such rights, is excluded. The Customer shall fully indemnify us, upon first request, against all third-party claims arising from such an infringement, including the costs of legal prosecution and defence.
5. We are entitled to refuse orders if, in our opinion, the orders or the content to be printed violate legal provisions. The Customer may not derive any rights against us from this. We are not obliged to examine documents for such infringements.

VII. Delivery and Delivery Delays

1. Stated delivery periods are non-binding unless expressly agreed in writing as binding. A binding delivery period, which must be separately confirmed by us in writing, begins on the date of the order confirmation or upon receipt of any agreed down payment, advance payment or security, and is deemed complied with when readiness for dispatch has been communicated to the Customer. Compliance with every delivery period requires the Customer to fulfil its contractual obligations.
2. Delays in delivery and performance, as well as impossibility of delivery, due to force majeure or events beyond our control which substantially impede or make delivery impossible, shall not give rise to any claims by the Customer. Such events include, in particular, war, civil unrest, official orders, energy shortages, subsequent difficulties in procuring materials, in particular non-delivery, incorrect delivery or delayed delivery by suppliers despite a corresponding hedging transaction concluded by us, as well as disruptions at our own or third-party operations on which timely delivery depends (strikes, lockouts, staff shortages, lack/failure of means of transport, etc.). If delivery or performance is substantially impeded or rendered impossible by such events and the impediment lasts longer than four (4) weeks, we shall be entitled to withdraw from the contract. In the case of temporary impediments, delivery periods shall be extended by the duration of the impediment plus a reasonable start-up period.
3. In addition to the other rights provided for in these terms and conditions of delivery and payment, we are also entitled to terminate the contract in the event of an officially ordered or voluntarily implemented (partial) closure of operations due to illness or disease (epidemic, endemic or pandemic), provided that such (partial) closure makes timely performance of the contract by us impossible or unreasonably difficult.

4. If an order that has already been confirmed is amended, a new delivery period shall begin upon our confirmation of the order amendment.
5. If a delivery delay is attributable to us, the Customer may withdraw from the contract or assert any other rights only after default has occurred and after the expiry of a reasonable grace period set by the Customer with an express threat to refuse performance.
6. Partial deliveries are permissible provided that the partial delivery is usable by the Customer, delivery of the remaining goods is assured, and the Customer does not thereby incur substantial additional effort or costs (unless the Customer agrees to bear such costs).
7. Delivered goods must be accepted by the Customer even if they have insignificant defects.

VIII. Passing of Risk and Dispatch

1. Dispatch is at the Customer's expense and risk. The risk of accidental loss and accidental deterioration passes to the Customer as soon as the consignment is handed over to the person or institution carrying out transportation or has left our premises for dispatch. If the goods are ready for dispatch and dispatch or acceptance is delayed for reasons for which we are not responsible, the risk of accidental loss and accidental deterioration passes to the Customer upon receipt of the notification of readiness for dispatch.
2. Unless otherwise agreed, the method and means of dispatch are at our discretion.
3. If dispatch is delayed at the Customer's request, the risk passes to the Customer from the date of readiness for dispatch.
4. Transport insurance shall be taken out by us only upon the Customer's express written instruction and at the Customer's expense.

IX. Retention of Title

Until all claims (including balance claims), including all ancillary costs, to which we are now or may in future be entitled against the Customer from the business relationship have been fulfilled, we shall be granted the following securities, which we shall release upon request at our discretion if their value permanently exceeds our claims by more than 20%.

1. The delivered goods remain our property. The goods, as well as the goods replacing them under the following provisions and covered by retention of title, are hereinafter referred to as "reserved goods".
2. Any processing or transformation by the Customer shall always be carried out for us as manufacturer, but without obligation on our part. If our (co-)ownership expires as a result of combination, it is already agreed that the Customer's (co-)ownership in the combined item shall

pass to us in proportion to its value (invoice value). The Customer shall hold our (co-)ownership in safekeeping free of charge.

3. The Customer is entitled to process and sell any reserved goods in the ordinary course of business as long as it is not in default towards us. Pledges or transfers by way of security of the reserved goods are not permitted. The Customer hereby assigns to us in full, by way of security, all claims arising from resale or from other legal grounds (insurance, tort, etc.) relating to the reserved goods. We revocably authorize the Customer to collect the assigned claims in its own name for our account. Upon our request, the Customer shall immediately disclose the assignment and provide us with the necessary information and documents.
4. In the event of third-party access to the reserved goods, the Customer shall point out our ownership and notify us immediately. The Customer shall bear the costs and damages.
5. In the event of conduct by the Customer in breach of contract—especially payment default—we are entitled to repossess the reserved goods at the Customer's expense and may, where applicable, demand assignment of the Customer's claims for return against third parties. Repossession or attachment of the reserved goods does not constitute withdrawal from the contract.

X. Notices of Defects, Warranty and Liability

1. The Customer is responsible for the accuracy and completeness of the templates and other information or specifications provided to us for performance of the order. Errors in this respect on the part of the Customer cannot constitute a defect in our performance.
2. Minor deviations from the original or print template resulting from differences in the material used and technical conditions between draft, proof and production print, particularly in the case of colour reproductions in all printing processes, are expressly reserved as customary in the trade and do not constitute a defect.
3. Obvious defects in our performance must be notified in writing without delay, but no later than 10 days after performance; non-obvious defects must be notified no later than 10 days after discovery; otherwise, warranty claims are excluded.
4. Defects in part of a delivery do not entitle the Customer to reject the entire delivery unless the defect-free partial delivery is unusable for the Customer.
5. We shall remedy defects in our performance that have been validly asserted by subsequent performance. We have the right to choose whether subsequent performance takes the form of remedying the defect or delivering a defect-free item. If subsequent performance fails within a reasonable deadline set for this purpose, the Customer may withdraw from the contract or reasonably reduce the price/remuneration. The warranty period is 12 months from the passing of risk.

6. To enable subsequent performance and the inspection or repetition of orders, the Customer is obliged not to destroy or delete, or release for destruction/deletion, the original data before our final inspection and before its own inspection of the delivery. For rectification, the delivery must be made available to us in the condition in which it left our premises (original condition). The Customer shall provide us free of charge with these unaltered data and the complained-of delivery in its original condition.
7. Beyond the foregoing provisions, unless we have given express guarantees, we shall be liable only for culpable injury to life, body or health caused by us or our agents. The statutory liability shall remain applicable in this respect. This also applies to liability under the German Product Liability Act and to damage based on a grossly negligent or intentional breach of duty by us or our agents. In the event of slight negligence by us or our agents, liability exists only in the event of breach of essential contractual obligations; in this case, liability is limited to compensation for the foreseeable damage typical for the contract. As a rule, this does not exceed the contractually agreed remuneration. Essential contractual obligations are the respective principal contractual obligations as well as other contractual (ancillary) obligations whose culpable breach may jeopardize achievement of the contractual purpose.

XI. Periodic Work; Storage of Raw Materials, Semi-Finished and Finished Products

1. If we are commissioned to perform periodic work and no individual contractual provision has been made regarding termination or an end date, either party may ordinarily terminate the order as follows: for monthly work with a monthly order volume below €250.00, by giving one month's notice to the end of the month. For a monthly order volume above €250.00, the notice period shall increase to two months. For periodic work occurring every two months or at longer intervals, the notice period shall be six months to the end of a calendar quarter.
2. We shall store raw materials, semi-finished and finished products such as paper, print data, printing plates, etc. beyond the delivery date only by prior agreement and for separate remuneration.

XII. Place of Performance, Place of Jurisdiction and Final Provisions

1. The place of performance for all obligations is our registered office.
2. The place of jurisdiction for all disputes, including matters concerning bills of exchange and cheques, is Stuttgart, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.

3. The entire business relationship with the Customer shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
4. Should one or more of these provisions be or become invalid, the validity of the remaining provisions and of the entire legal transaction shall remain unaffected.

W. Kohlhammer Druckerei GmbH + Co. KG

Registered office: Stuttgart · Stuttgart Local Court HRA 10825

Personally liable general partner: W. Kohlhammer Druckerei Geschäftsführungs GmbH, Stuttgart ·
Stuttgart Local Court HRB 12696

Managing Directors: Leopold Freiherr von und zu Weiler, Steffen Franzisi

VAT ID No.: DE 147520241

Postbank Stuttgart · IBAN: DE34 6001 0070 0000 5337 05 · BIC: PBNKDEFXXX

BW-Bank Stuttgart · IBAN: DE66 6005 0101 7871 5090 01 · BIC: SOLADEST600