

I. General Terms:

The present General Business Terms and Conditions are applicable to any dispatch, delivery and service activity performed by the peka Verlags-GmbH (vendor). Any variations or departures from these terms are valid only if prior agreement had been given in writing by the vendor.

II. Prices:

1. All the prices as stated are quoted ex works, with packing, carriage and the statutory German value added tax - as now is or hereafter may be in force - not included. All prices are quoted without engagement. Errors excepted.
2. Consignments to customers within the European Union (outside Germany) with a turnover identification number/UID (VAT Reg.No.) of their own: If the vendor has in hand a valid UID (VAT Reg.No.) of the customer, no German value-added tax will be charged. This UID (VAT Reg.No.) can be obtained at short notice from the customer's appropriate fiscal authorities. If the customer does not apply for a UID (VAT Reg.No.) of his own, he can apply for a refund of the amount of value-added tax paid in Germany. Application forms for this purpose are available at the „Bundesamt für Finanzen“, Friedhofstr. 1, D-53225 Bonn / Germany.
3. For consignments forwarded to countries outside of the European Union, no value-added tax will be charged on principle - pursuant to the statutory regulations.
4. The vendor reserves the right to charge the customer with reasonable expenses for additional forwarding documents required by law for consignments to countries outside of the European Union.
5. For small-scale consignments the vendor is entitled to enter a small-lot charge.

III. Payments and Consequences of Default of Payment:

1. Payment is due immediately on receipt of invoice, without any deductions. Any discount and/or period of credit that may have been agreed upon will appear printed on the invoice and is valid only for this same consignment.
2. All payments, on principle, are to be made in effective value, i.e. the vendor must effectively receive the amount as charged on the invoice, without any deductions. All bank charges are to be borne by the customer.
3. Bills of exchange are not accepted, on principle.
4. A payment will only be deemed as effectively made as soon as the vendor has free disposal of the amount. In the case of payments by cheque, the payment will only be deemed as made with debt-discharging effect when the cheque is credited by the bank drawn upon and is not charged back at a later date.
5. Default of payment arises automatically - pursuant to the statutory regulations - 30 days after the due date of the invoice. For the duration of the default of payment the vendor has the right to charge interest to the amount of five percent points above the basic interest rate, in the case of a customer who is not deemed a consumer to the amount of eight percent points above that same rate, in compliance with section 247 BGB (German Civil Code). This provision shall not affect the assertion of any further damages caused by default.
6. Any payments are, on principle, set off against the oldest debt of the customer. In the case of default of payment any payments shall initially be set off against costs already incurred, then against accruing interest, and only then against the principal debt.
7. The vendor reserves the right to also dispatch the consignments per C.O.D. (cash on delivery) or C.I.A. (cash in advance).

IV. Delivery and Availability:

1. Dispatch and delivery will be effected at the customer's risk and expense.
2. Any external transportation damage must be ascertained by the carrier.
3. The vendor will not guarantee for the punctual arrival of the goods at the customer's place of destination, even if they had been dispatched as express goods or by express services. In this respect, any claims for damages as based on alleged non-performance resp. delayed delivery are excluded.
4. Delivery-dates are valid only if confirmed by the vendor in writing. If the vendor comes in default, he has to be allowed at first a reasonable extension of time. When that extension period had expired without remedy, the customer can cancel the contract.
5. In the case of operating troubles and business interruptions - no matter whether occurring in the vendor's or in one of the subcontractors' enterprises -, such as strike or lock-out as well as all other cases of force majeure, the right for a termination of the contract is given only if the customer cannot reasonably be expected to accept an additional waiting period; otherwise the agreed delivery period is prolonged according to the duration of the delay. A liability of the vendor is excluded in these cases.
6. Unless otherwise instructed, the vendor will endeavour to replace an out-of-print representation with a similar substitute.

V. Reservation of Title:

1. The vendor reserves title to the goods pending full settlement of all and any charges and outstanding debts owed by the customer.
2. The regulation hereinafter following is applicable only in the case of commercial transactions: The vendor reserves title to the delivered goods until each and every charge and trade account receivable owed by the customer to the vendor on the invoice date is fully paid and settled. The customer has the right to resale the goods only in the regular course of business. The customer hereby assigns to the vendor his charges arising from the resale; the vendor herewith accepts the assignment. In the case of default, at the latest, the customer is obligated to name the debtor of the assigned charge. If the value of the securities existing for the vendor exceeds his total charge by more than 20 percent, the vendor is obligated to release in so far securities at the request of the customer or of a third party who is adversely affected by the vendor's excessive securities, at the vendor's choice.

3. If goods delivered by the vendor and remaining in his ownership are subject to further treatment or processing, the vendor shall be regarded as the manufacturer, and he remains the owner of the products at any moment and stage of the working process. If any third party is involved in this treatment or processing, the vendor is limited to a joint owner share corresponding to the invoice value of the reserved goods. The property acquired in this way is considered as reserved property.

VI. Complaints:

1. The customer has to check the delivered goods as well as the preliminary and intermediate products sent to him for correction in any case for their conformity to the contract. Along with the ready-for-the-press approval the risk of possible errors and faults shall pass over to the customer insofar as those deficiencies are not a matter which came into being or could be detected only during the production process subsequent to the ready-for-the-press approval. The same applies to all the customer's other clearing and release declarations.
2. The vendor must be given notice of any complaints without delay - at the latest, however, within eight days after receipt of the goods by the customer.
3. If the complaint is well founded, the vendor will arrange for a replacement free of charge.
4. As is true for all kinds of coloured reproductions, occasional slight deviations in colour must be accepted as not totally unavoidable.
5. Objects supplied by the customer (including data carriers, transmitted data) or by a third party engaged by him are not subjects to a compulsory check on the part of the vendor. This is not applicable to data which are obviously unfit for further processing or are illegible. The protection of the data is solely the customer's duty. The vendor is entitled to make a copy.
6. In the case of goods manufactured or processed for the customer surplus or short deliveries of up to 10 percent of the number of copies ordered are not deemed sufficient for lodging a complaint. On the invoice, the delivered quantity is charged. If the number of copies or quantity amounts to less than 1,000 pieces / sheets, this percentage increases to 20 percent.
7. The vendor reserves the right to introduce alterations in his line of products in the course of improvement measures without prior notice.

VII. Rights of Third Parties, Copyrights

1. The customer shall bear sole liability if, in the process of executing his orders, any rights and particularly any copyrights or trade marks or commercial property rights of any third party are infringed. The customer shall exempt the vendor from all and any claims of third parties arising from any such infringement of a right.
2. All copyrights and the right of reproduction in each and any procedure and for each and any purpose or application related to any sketches, concepts, drafts, originals, films and the like which were designed and produced by the vendor shall remain - subject to any other regulation expressly agreed in writing or otherwise - with the vendor. No subsequent reprinting or reproduction - regardless of which process may be applied -, and also including deliveries that are not subject to any copyright or any other trade mark or commercial property right, is permitted without the approval of the vendor.

VIII. Liability:

1. The vendor carries liability without restrictions - within the framework of the statutory provisions and regulations - for damages if a neglect of duty attributable to the vendor is to be based on intent or gross negligence. Insofar as any neglect of duty attributable to the vendor is to be based on slight negligence and an essential contractual obligation has been culpably breached, the compulsory liability for damages is limited to the foreseeable damage which can typically be expected to occur in comparable cases. In all other cases any liability is excluded. actions as well as in cases of breach of essential contractual obligations insofar as the purpose of the contract is jeopardized, and in cases of compulsory liability under the Produkthaftungsgesetz (Product Liability Act). In the case of culpable breach of essential contractual obligations the liability is limited to damages which are typical for the contract and foreseeable.
2. The compulsory liability under the Produkthaftungsgesetz (German Product Liability Act) shall remain unaffected. Unaffected shall also be the liability arising from culpable injury to life, body or health.
3. The same principles apply to the liability of the vendor's performance and business agents.
4. The vendor does not assume any warranty in the sense that the goods delivered meet the customer's requirements or the requirements of the technical equipment and facilities used by the customer.
5. If claims for damages are to be put in, they must be filed as a legal action within four months after the written refusal of the vendor. Later assertions of the same are excluded unless an evidence securing procedure had been instituted.

IX. Place of Performance, Venue, Effectiveness:

1. The place of performance is Gauting/Germany; in the event of litigation, the competent courts at Starnberg/Germany shall have jurisdiction, if the customer is Kaufmann (merchant) as defined by the HGB (Commercial Code of Germany) or has no domestic general venue, for all disputes arising from the contractual relationship, including cheque, bill of exchange and document proceedings. Concerning the contractual relationship the national law effective at the vendor's seat is applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. The vendor reserves the right to also go to law at the customer's place of residence.
3. In the case that one or a number of the above provisions were determined to be invalid, the effectiveness and enforceability of the other provisions would not be affected.