

Extraction of the General Terms and Conditions of Commercial Transactions July 2003

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 and in EURO (EUR, €). 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 fuer 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. The vendor reserves the right to charge for small-scale consignments a small-lot charge.

III. Payments and Consequences of Default of Payment:

1. Payment is due immediately on receipt of invoice, without any deductions.
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.
5. 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.
6. Unless otherwise instructed, the vendor will endeavour to replace an out-of-print representation with a similar substitute.

VI. Complaints:

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.
4. As is true for all kinds of coloured reproductions, occasional slight deviations in colour must be accepted as not totally unavoidable.
7. The vendor reserves the right to introduce alterations in his line of products in the course of improvement measures without prior notice.

VII. Liability:

1. The vendor accepts liability only for damages caused by intentional or grossly negligent 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.
4. Claims for damages are limited, on principle, to the value of the respective orders.

VIII. 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, UNCITRAL) 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.