

GENERAL TERMS AND CONDITIONS

Sieveking Verlag,
Wilhelm-Hale-Strasse 46
80639 Munich
E-mail: info@sieveking-verlag.de
(hereinafter "Sieveking") operates the website
www.sieveking-verlag.de, which provides an
online shop as well as information on the
publishing house and its publishing program.

Part I: General Terms of Use

§ 1 Scope of application

The user's use of the website www.sieveking-verlag.de is governed exclusively by the following terms of use in the version in effect as of the time of use. Different terms are not recognized unless expressly agreed to by Sieveking. The present text is a courtesy translation into English. The German original text shall govern in all regards.

§ 2 Use of search functions and the database

2.1 Sieveking permits searching via www.sieveking-verlag.de for publications from Sieveking's own publishing program. This search option is a voluntary Internet service provided by Sieveking. No legal claim exists to be afforded use of www.sieveking-verlag.de. In particular, Sieveking reserves the right to change the platform at any time or to terminate the service entirely.

2.2 The user may use the search functions only for the purpose of searching for books. The user may employ the online search box made available for this purpose to send search requests to the database operated by Sieveking. Information obtained by accessing the database may only be employed for personal use and in connection with a specific interest in acquiring the book in question.

2.3 Sieveking exclusively reserves all rights (including in particular copyrights, trademark rights and other proprietary rights) related to the database system, the database and its contents, data and other elements.

2.4 In the context of these terms of use, the user is entitled, solely via the online search box made available by Sieveking, to view individual contents and data on his screen and to retain this information by printing out individual search results. Automated access via scripting software or similar mechanisms is not permitted. Copyright notices and other indications of proprietary rights on www.sieveking-verlag.de may not be changed.

2.5 The user may not use extracts, parts or all of the data obtained from searching

- (a) to build another database in any medial form and/or
- (b) for commercial exploitation of the data or commercial dissemination of information and/or
- (c) for any other commercial use.

2.6 The linking, integration, framing or other connecting of the database or individual elements thereof with other databases or metabases is not permitted. Links are permissible to www.sieveking-verlag.de if serving only as cross-references. Sieveking reserves the right to revoke this permission.

§ 3 Special Considerations

3.1 Use of the Internet is at the user's sole risk. In particular, Sieveking shall have no liability for outages of the Internet or Internet access for technical reasons.

3.2 No guarantee is made with regard to the correctness or completeness of the information and data available at www.sieveking-verlag.de.

§ 4 Applicable law / place of jurisdiction

4.1 The present contract can only be entered into in the German language.

4.2 Should any provision of these terms of use be or become ineffective, the effectiveness of the other provisions shall not be affected thereby. In lieu of any ineffective provision, the relevant statutory provision shall govern. The same

applies, mutatis mutandis, in case of any omissions in these terms of use.

4.3 These terms of use shall be governed by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

4.4 If the purchaser is a merchant, a legal entity under public law or a special fund under public law, then the place of jurisdiction for any disputes arising directly or indirectly out of the contractual relationship shall be Sieveking's registered office. Sieveking is nonetheless also entitled to sue the purchaser at the registered office of its business.

Part II: General Terms and Conditions for Orders from the Online Shop

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§ 1 Application of these general terms and conditions solely for direct purchases from Sieveking

Sieveking offers three different ways of buying books from its own publishing program in the online shop.

1.1.1 First, purchasers can acquire books directly from Sieveking's own press, Sieveking Verlag ("direct ordering"). The purchaser can choose this option by clicking on the "Sieveking Verlag" button next to the relevant product.

1.1.2 Second, purchasers can acquire publishing products via the website www.buchversand-stein.de. The purchaser can choose this option by clicking on the "buchversand-stein.de" button next to the relevant product. Following this direct link, the purchaser will reach the related product listing on the www.buchversand-stein.de website.

1.1.3 Third, purchasers can acquire publishing products via the website www.buchhandel.de. The purchaser can choose this option by clicking on the "Buchhandel.de" button next to the relevant product. Following this direct link, the purchaser will reach the related product listing on the www.buchhandel.de website.

1.2 If the purchaser chooses direct ordering via "Sieveking Verlag" pursuant to clause 1.1.1, then the following General Terms and Conditions shall govern exclusively in the version applicable at the time of ordering. Different terms are not recognized unless expressly agreed to by Sieveking.

1.3 If the purchaser chooses to order via www.buchversand-stein.de pursuant to clause 1.1.2, then these General Terms and Conditions shall not apply. www.buchversand-stein.de offers users the opportunity to acquire books.

The website www.buchversand-stein.de is operated by A. Stein'sche Buchhandlung GmbH on its own authority and independently of Sieveking. Use of the website www.buchversand-stein.de is governed exclusively by the terms of use of A. Stein'sche Buchhandlung GmbH [available in German at <http://www.buchversand-stein.de/index.php?id=rechtliches>]. To the extent that, in the context of using functions of www.sieveking-verlag.de, information is sent from the user to, or to the user from, A. Stein'sche Buchhandlung GmbH or another company involved with the website www.buchversand-stein.de, Sieveking is

acting solely as an intermediary for sending and receiving information.

If the purchaser chooses to order from www.buchhandel.de pursuant to clause 1.1.3, these General Terms and Conditions shall not apply. www.buchhandel.de displays options for users to order books from its participating companies and brings the user into contact with the relevant bookseller by transmitting the user's address and bank account information. The website www.buchhandel.de is operated by Marketing- und Verlagsservice des Buchhandels GmbH (hereinafter "MVB") on its own authority and independently of Sieveking. Use of the website www.buchhandel.de is governed exclusively by MVB's terms of use [available in German at <http://www.buchhandel.de/>]. To the extent that, in the context of using functions of www.sieveking-verlag.de, information is sent from the user to, or to the user from, MVB or another company involved with the website www.buchhandel.de, Sieveking is acting solely as an intermediary for sending and receiving information.

§ 2 Completion of contracts

2.1 The listings of available retail books through the online shop does not represent a legally binding offer, but instead an invitation to the purchaser to make an offer to enter into a purchase agreement. Sieveking notes that product coloration may differ from the depiction in the online shop.

2.2 If the purchaser is interested in acquiring goods from the listings and clicks on the "Sieveking Verlag" button pursuant to clause 1.1.1, a form will be opened through which an order can be sent to Sieveking. Clicking the "Sieveking Verlag" button does not create a legally binding offer.

2.3 The purchaser only makes an offer to Sieveking to enter into a purchase agreement when he submits the form described in clause 2.2, identifying the goods to be acquired and indicating the relevant shipping address and billing address. Following submission of his offer, the purchaser will receive an automated e-mail (acknowledgement of receipt), which will simply set forth the contents of the order. This e-mail is only for the purchaser's information and confirms that the order has been submitted. The acceptance of the offer and the coming into being of the contract occur only after Sieveking has sent the purchaser by e-mail within five days of the making of the order either a separate order confirmation or a shipping confirmation with regard to the goods ordered.

2.4 No contract comes into being with regard to products ordered that are not listed in the order confirmation or the shipping confirmation. This can apply, for example, to products that are listed in the online shop but are not available for delivery at the time the order is submitted.

2.5 Should our order confirmation contain spelling mistakes or misprints or should our pricing be based on technical transmission errors, Sieveking is entitled to dispute these errors. In such an event, Sieveking must document its mistake to the purchaser. Any payments that have already been made are to be reimbursed to the purchaser without undue delay.

§ 3 Prices

3.1 The prices listed on the product pages of the online shop include German VAT and other statutory price components but do not include shipping costs. For package shipment orders from Sieveking Verlag sent within Germany, fixed shipping in the amount of 12.50 Euro will be charged. Shipping costs to other countries will be determined on an individual basis for each order and provided by Sieveking with your order or in advance on request. The shipping service retained by Sieveking will send the goods by overnight courier.

3.2 Shipping costs: Shipping costs incurred will be listed on the order form pursuant to clause 2.2 for

orders shipped within Germany and sent to you promptly by Sieveking Verlag for orders shipped elsewhere. Shipping costs are to be paid by the purchaser unless the revocation right is invoked.

§ 4 Revocation right for consumers/Exclusion of the revocation right

4.1 If the purchaser is a consumer pursuant to applicable law, the following shall apply:

Right of Revocation Terms and Conditions

You have the right to revoke this contract within 14 days without specifying reasons.

The 14-day revocation period begins on the day on which you take, or a third party chosen by you other than a transportation carrier takes, possession of the goods.

To exercise your revocation right, you must inform us with a clear declaration (e.g., a letter sent by post, a fax or an e-mail) of your decision to revoke this contract. You may use the sample revocation form under 4.2 below, although it is not mandatory to use this form.

To comply with the 14-day revocation period, it is sufficient to send the communication regarding the exercise of the revocation right within the period. The communication of revocation should be sent to:

Any revocation should be sent to:

Sieveking Verlag
Sabine Barnutz
Wilhelm-Hale-Strasse 46
80639 Munich
Telephone +49 (0)89-12 11 35-18
Fax +49 (0)89-12 11 35-25
E-Mail vertrieb@sieveking-verlag.de

Consequences of revocation

If you revoke the contract, we must repay, without delay and no later than 14 days from the date of our receipt of your communication of revocation, all payments that we have received from you, including shipping costs (except for additional costs resulting from you having selected a different kind of shipping than the least expensive standard shipping offered by us). For repayment, we will use the same means of payment that you selected for the original transaction unless otherwise expressly agreed with you. We are permitted to decline to make repayment until we have received the returned goods or until you have furnished proof that you have sent the goods back, whichever occurs first. We will retrieve the goods. You must provide the goods to us without delay and in any event within 14 days of the day on which you inform us of the revocation of this contract. The deadline is met if you provide the goods to us prior to expiration of the 14-day period.

We will bear the costs for return shipment of the goods. You will only be required to compensate us for a loss in value of the goods if such loss derives from using the goods in a manner not necessary to check their condition, characteristics or functions.

End of the Right of Revocation Terms and Conditions

4.2. Sample Revocation Form

http://buerosieveking.com/wp-content/uploads/2014/06/TermsConditions_RevocationForm_Sieveking_Publisher.pdf

If you wish to revoke the contract, please fill out this form and return it to:

Sieveking Verlag
Sabine Barnutz
Wilhelm-Hale-Strasse 46
80639 Munich
Telephone +49 (0)89-12 11 35-18
Fax +49 (0)89-12 11 35-25
E-Mail vertrieb@sieveking-verlag.de

I/we [*] hereby revoke the contract entered into by me/us [*] for the purchase of the following goods:

Ordered on:

[*]

Received on:

[*]

Name of the consumer

Address of the consumer

Signature of the consumer

(only for use when communicating by paper hard copy)

Date

[*] Please delete/cross out as appropriate.

4.3. Important note:

The revocation right does not apply to the delivery of goods that are not prefabricated and in the production of which a consumer's individual choice or determination is decisive, to the delivery of goods clearly tailored to a consumer's personal needs, or to contracts for delivering newspapers, journals or magazines other than subscription agreements.

§ 5 Delivery

- 5.1 The delivery time is 14 business days (Mon. - Fri.) following order confirmation. Sieveking will confirm the order in writing via e-mail. Delivery periods begin with the entering into of the contract. If subsequent amendments to the contract are agreed, then the delivery periods are extended, unless the parties agree otherwise, for the same duration as the duration between the entering into of the contract and the entering into of amendments to the contract.
- 5.2 Sieveking will only be considered in default of its delivery obligations following the expiration of a reasonable time period specified in notice given to Sieveking by the purchaser. This does not apply if the delivery date was bindingly set.
- 5.3 Force majeure or business disruptions at Sieveking or its suppliers, for example through riots, strikes or lock-outs, that prevent Sieveking through no fault of its own from delivering the goods purchased on the agreed date or within the agreed period, shall change the agreed dates and periods for the duration of the delay caused by these circumstances. If a delay causes performance to be shifted forward by more than four months, the purchaser shall be entitled to rescission of the contract. Other rights of revocation are unaffected thereby.
- 5.4 If subsequent contractual amendments are agreed, already agreed-upon delivery dates shall be correspondingly extended thereby to the extent necessary.
- 5.5 With regard to distance selling contracts with consumers, the place of performance for

deliveries and payments shall be the purchaser's place of residence. With regard to contracts between businesspeople, the place of performance shall be the registered office of the supplier. The place of fulfillment will be elsewhere only if expressly stipulated. If the goods are sent at the purchaser's to a different location than the agreed place of performance request, then the purchaser will bear any increased transportation costs.

§ 6 Shipping

Sieveking bears shipping risk if the purchaser is a consumer. If the purchaser is a businessperson, then the risk is transferred to the purchaser as soon as the mailing has been given to the person carrying out transportation or as soon as the mailing has left the logistics service provider's warehouse for shipment.

- 6.2 Shipping costs will be borne by the purchaser unless the parties agree otherwise.
- 6.3 Sieveking shall be obliged to insure transportation at the purchaser's request and at the purchaser's expense. If the purchaser should identify transportation damage upon receipt of the goods, he must inform the transportation company and the supplier within one week. If transportation insurance has been obtained, the insurance company must also be informed without undue delay.
- 6.4 If the purchaser does not specify the mode of transportation, shipping or method of packing, Sieveking shall be entitled to select the necessary measures, giving due consideration to the purchaser's presumed interests. Sieveking shall not be liable, however, for any delays in transportation.

§ 7 Guarantee against material deficiencies/ Guarantees/Limitation periods

- 7.1 Sieveking is liable for material deficiencies pursuant to the relevant applicable legal provisions, in particular §§ 434 ff. BGB. If the purchaser is a consumer, the provisions of §§ 474 ff. BGB shall apply as well.
- 7.2 The parties agree that the purchaser will hand the sold goods over to Sieveking at the place of performance for purposes of subsequent fulfillment. If Sieveking is unable to pick up the goods at the place of performance, then the purchaser shall be entitled to send the goods to another location at Sieveking's expense.
- 7.3 No additional guarantee shall apply with regard to goods delivered by Sieveking unless such guarantee is given expressly in the order confirmation for the relevant article.
- 7.4 The purchaser's claims with regard to defects expire for new goods after two (2) years and for used goods after one (1) year, in each case calculated from the time of the transfer of risk. If the purchaser is a businessperson, then the obligatory guarantee period for goods delivered by Sieveking shall be one (1) year in all cases. If Sieveking has assumed a guarantee for the properties of the goods or deceptively concealed a defect, then the limitation periods shall not apply.

§ 8 Liability

- 8.1 Sieveking shall have unlimited liability with regard to damage caused intentionally or through gross negligence. Sieveking shall also be liable for simple negligence with regard to essential duties the breach of which endangers the achievement of the contractual purpose, as well as for breach of duties the fulfillment of which is a necessary precondition to the contract's orderly execution and on the fulfillment of which the purchaser may ordinarily rely. In such cases, however, Sieveking shall be liable only for foreseeable damages typical to the relevant contract. Sieveking shall not be liable for breach through simple negligence of duties other than those listed in the above sentences.
- 8.2 The aforementioned limitations of liability do

not apply for injuries to life, limb or health, for defects following assumption of a guarantee for the properties of the goods or for deceptively concealed defects.

- 8.3 Liability pursuant to the German Product Liability Law (Produkthaftungsgesetz) is unaffected hereby.
- 8.4 Limitations on and exclusions of the liability of Sieveking shall apply as well for the personal liability of Sieveking's employees, representatives and vicarious agents.

§ 9 Reservation of proprietary rights

Delivered goods remain the property of Sieveking until full payment of the purchase price.

§ 10 Data protection

Sieveking collects data from purchasers in the course of carrying out contracts. In so doing, Sieveking complies in particular with the provisions of the German Data Protection Law (Bundesdatenschutzgesetz, BDSG) and the German Telemedia Law (Telemediengesetz, TMG). Without the purchaser's consent, Sieveking will only collect, process and use inventory data and usage data on the purchaser to the extent necessary for carrying out the contractual relationship.

- 10.1 Purchaser data shall only be passed to third parties acting on behalf of Sieveking and in the context of carrying out the contract.
- 10.2 The purchaser shall at all times have the opportunity and the right at no cost to receive information on data saved about him. The purchaser shall also have the right, as applicable, to have such data corrected, blocked or deleted. In this regard, the purchaser may contact:

Sieveking Verlag
Sabine Barnutz
Wilhelm-Hale-Straße 46
80639 Munich
Telephone +49 (0)89-12 11 35-18
Fax +49 (0)89-12 11 35-25
E-mail vertrieb@sieveking-verlag.de

- 10.3 In the context of the purchaser's consent to data collection and additional information, including with regard to the purpose, scope, variety and location of the collection, processing and use of data, reference is made to Sieveking's data protection declaration, which can be obtained at any time in printable form by following the "Privacy Policy" link.

§ 11 Methods of payment/Offsets

- 11.1 The purchaser is requested to pay in advance. Payment is not possible by invoice, cash on delivery, credit card or direct debit.
- 11.2 Payment of the purchase price is due immediately upon conclusion of the contract. If the time at which payment is due is determined according to a calendar date, then the purchaser shall be in default immediately upon missing such date. In such an event, the purchaser shall be obliged to pay Sieveking default interest at a rate of 5 percentage points over the base rate, or, if a businessperson, then at a rate of 8 percentage points over the base rate.
- 11.3 The purchaser's obligation to pay default interest shall not prevent Sieveking from pursuing claims for other damages caused by default.
- 11.4 The purchaser may only apply offsets to claims by Sieveking if the purchaser's counterclaim is undisputed or the purchaser has a legally binding judgment; the purchaser can only exercise a right of retention to the extent such right is based on claims arising from the contract.

§ 12 Applicable law / place of jurisdiction

With regard to applicable law and place of jurisdiction, we refer to § 4 of these terms of use (Part I) in its entirety.

Date: June 24, 2014