

General Terms and Conditions of Purchase of Verlagsgruppe Oetinger

I. Validity of the General Terms and Conditions of Purchase

1. These General Terms and Conditions of Purchase apply to contracts with the entrepreneurial suppliers (hereinafter referred to as "Supplier") of Verlagsgruppe Oetinger, namely the following companies:

Verlagsgruppe Oetinger Service GmbH,
Dressler Verlag GmbH,
Publisher Friedrich Oetinger GmbH,
Verlag für Kindertheater Weitendorf GmbH,
Oetinger Media GmbH,
Active Music Verlagsgesellschaft mbH

(hereinafter individually or collectively referred to as "Oetinger"), the main object of which is the delivery of goods. Additional obligations assumed by the Supplier shall not affect the validity of these General Terms and Conditions of Purchase.

2. These Terms and Conditions of Purchase shall apply exclusively. Oetinger shall not be bound by any conflicting or deviating terms and conditions of the Supplier, even if Oetinger does not expressly object thereto or unconditionally performs services or accepts services from the Supplier notwithstanding any conflicting or deviating terms and conditions of the Supplier. Oetinger shall likewise not be obligated to the extent that the Supplier's terms and conditions deviate from statutory provisions, irrespective of the content of these General Terms and Conditions of Purchase.

II. Conclusion of the contract

1. All agreements made between Oetinger and the Supplier for the purpose of executing the contract in addition to and in concretization of these General Terms and Conditions of Purchase shall be recorded at least in text form.

2. Orders placed by Oetinger are only binding if they are made in writing or in text form. All orders, in particular also those placed verbally by employees of Oetinger, shall not be effective unless they are confirmed by Oetinger in text form. The actual receipt of goods, their payment or any other conduct of Oetinger or silence shall not constitute any confidence of the Supplier in the conclusion of the contract. The employees as well as the commercial agents and other sales intermediaries of Oetinger are not authorized to dispense with the requirement of approval in text form or to make promises differing in content.

to make. Oetinger may submit the approval in text form until the expiry of five (5) weeks.

3. Written orders from Oetinger or such in text form must be accepted by the Supplier within two (2) weeks in order to constitute a conclusion of contract.

4. If the Supplier's offer deviates from Oetinger's inquiry or order, the Supplier shall emphasize the deviations. The Supplier's offer, accompanying illustrations and drawings as well as the Supplier's quantity, dimension and weight specifications shall be binding in principle. Oetinger may revise the Supplier's offer within a period of 14 days after receipt. Silence shall be deemed to be acceptance.

III. Obligations of the supplier

1. The Supplier shall fulfill all obligations incumbent upon it under the contract, these General Terms and Conditions of Purchase and statutory provisions in a timely manner, in particular to deliver the goods specified in the order confirmation, at least in text form, by Oetinger. The Supplier shall fulfill any warranties and other undertakings given by the Supplier without having to confirm them in writing. The Supplier shall always be responsible to Oetinger for compliance with the obligations associated with the placing of the goods on the market.

2. If the goods to be delivered require further specification, the Supplier shall in any case always request Oetinger in text form and in due time to exercise the right of specification. The Supplier shall be obliged to deliver goods of particularly high quality, taking into account customary tolerances, and shall guarantee that at the time of delivery no property rights or other industrial property rights of third parties exist in respect of the goods which could impair the free use of the goods by Oetinger in Europe.

3. The goods are mostly intended for children and adolescents, in some cases marked as such in the order also for small children under the age of three. The Supplier is aware of the legal requirements for the products ordered from it by Oetinger, in particular with regard to product safety, for example currently on the basis of the Toy Safety Directive (2009/48/EC) together with the relevant standards (e.g. EN 71), the REACH Regulation 1907/2006, Directive 2005/84/EC (e.g. phthalates in toys and childcare articles), (e.g. phthalates in toys and baby articles), the Foodstuffs and Commodities and Feedstuffs Act (LFGB), the Product Safety Act (ProdSG) as well as all other relevant regulations which serve to protect consumers and in particular children, as amended from time to time. The Supplier shall ensure that all deliveries comply with the respective current European and German legal provisions. If the delivered product turns out not to be in conformity with the legal framework, the

Supplier shall be obliged to indemnify Oetinger against claims for damages by third parties upon first request, provided that the cause falls within the Supplier's organizational area.

Oetinger excludes the acceptance of products whose content of substances of very high concern (SVHC) of the "Candidate List" of the European Chemicals Agency exceeds 0.1% (m/m). In such a case, Oetinger shall neither be obliged to accept the products nor to make payment until the supplier has remedied the situation by delivering new products. Any return of goods shall be at the Supplier's expense. The supplier is obliged to inform Oetinger without being asked as soon as he is aware that the delivered product contains one or more substances of the candidate list, even if the content is below the limit of 0.1%.

The current SVHCs can be viewed at the following link:

https://www.reach-clp-biozid-helpdesk.de/SiteGlobals/Forms/Suche/DE/KandidatenIstesusuche_Formular.html?nn=8807356

4. Products with a SVHC content of more than 0.1% shall be deemed to be defective within the meaning of Clause V. Supplier shall provide Oetinger prior to delivery with all documents and information on the Products to be delivered by Supplier which Oetinger requires to comply with the respective current legal documentation, information and other obligations (e.g. based on the Toy Safety Directive (2009/48/EC) and the REACH Regulation 1907/2006). In particular, Supplier shall provide Oetinger, prior to delivery of the Goods, with a written declaration confirming conformity with all relevant safety requirements and explicitly with the Toy Safety Directive and REACH Regulation - as far as relevant - and attach copies of relevant supporting documents, such as current test certificates, test reports according to EN 71. The same applies to the notification on the content of substances of very high concern (SVHC) of the "candidate list" of the European Chemicals Agency. The test reports must not be older than 12 months. Upon request of Oetinger, the supplier is obliged to provide detailed information on the substance composition of the produced goods. In the case of series production, the Supplier shall constantly check the quality of the goods to be supplied and in particular their conformity with the relevant safety requirements and shall keep written records of the tests carried out. The test documents shall be kept for ten years and shall be presented to Oetinger upon request. The Supplier shall establish and maintain a documented quality assurance system of a suitable type and scope and in accordance with the latest state of the art. Oetinger or its representative shall be entitled to conduct quality audits to assess the effectiveness of the quality assurance system. The Supplier shall grant Oetinger or its representative access to the production facilities. The Supplier shall oblige its sub-suppliers to the same extent for quality assurance within the scope of the legal possibilities.

Upon Oetinger's request, the Supplier shall conclude a quality assurance agreement with Oetinger.

5. Container goods must be delivered on heat-treated pallets or plywood pallets. The Supplier shall send Oetinger a written confirmation that no fumigation of the pallets has taken place before shipment.

6. Upon Oetinger's request, the Supplier shall provide, at its own expense, an expert opinion on the goods issued by TÜV Rheinland in Germany or SGS Institut Fresenius GmbH as proof of safety within the meaning of Section III 3. and shall cooperate in any further tests or certifications requested by Oetinger (e.g. with regard to the GS mark within the meaning of §§ 20 et seq. of the German Product Safety Act (ProdSG)).

7. The goods must not be produced by exploitative, harmful, forced or child labor. The specifications of the amfori BSCI Code of Conduct, which are attached to these Terms and Conditions of Purchase as a diagram, shall be deemed agreed as a benchmark for the parties.

8. The supplier shall not be entitled to make partial deliveries or to invoice them separately unless this has been expressly agreed at least in text form. In this case, agreed partial or remaining deliveries shall be marked as such in the delivery bill and in the invoice.

9. Each delivery must be accompanied by a delivery bill. Invoices must correspond to the details of the order confirmation from Oetinger, show the order number and the date of the order confirmation from Oetinger and the tax number of the Supplier as well as the VAT, comply with all other legal requirements and must be sent by email to invoice@verlagsgruppe-oetinger.de. Invoices must not be enclosed with the delivery.

10. Unless otherwise agreed at least in text form, Supplier shall hand over the Goods in due time and with regard to the bearing of costs and risks to Oetinger or to the person authorized by Oetinger to receive the Goods ("Authorized Receiver") at the delivery address specified at least in text form in the written order confirmation, alternatively at the following address Max-Brauer-Allee 34, 22765 Hamburg. The Supplier shall inspect the Goods as soon as possible before handing them over to Oetinger to the same extent as Oetinger is obliged to inspect the Goods upon receipt and shall record the result of the inspection in writing. Only the employees of Oetinger designated by notice in the incoming goods department or the employees designated by the authorized recipient shall be entitled to receive the goods.

11. Precise compliance with agreed dates or deadlines is an essential obligation of the supplier. The delivery time specified in the order is binding. Notwithstanding any other claims of Oetinger due to delays in delivery, delays in delivery shall be notified to Oetinger in writing without undue delay after they become apparent; a new delivery date shall then be agreed upon, which shall be a fixed date within the meaning of § 376 HGB. If deliveries are not made on

time, Oetinger's claims for performance shall continue to exist without any special notification being required. Delivery before the agreed time is not permitted, unless Oetinger has expressly agreed thereto in text form.

12. Statutory rights of the Supplier to withhold performance incumbent upon it or to raise defences or counterclaims shall be excluded, unless a counterclaim of the Supplier against Oetinger is due and undisputed or has been finally adjudicated or is ready for adjudication or Oetinger has materially breached obligations arising from the same contractual relationship and due despite written warning and has not offered adequate security.

13. The supplier is obliged to use only environmentally friendly packaging material as well as packaging material and goods delivered by him, The Supplier shall be obliged to collect at its own expense the packaging, insofar as it is subject to special waste disposal regulations and is intended for disposal, from the delivery address specified in the order confirmation, at least in text form, or alternatively from the branch office in Hamburg, or to have it collected by third parties. Notwithstanding any statutory provisions, the Supplier shall reuse, recycle or otherwise dispose of the delivered goods and the packaging as prescribed at its own expense or otherwise ensure such disposal.

14. Unless otherwise agreed, the supplier undertakes to deliver in accordance with the delivery instructions with pallet regulations of arvato media GmbH. In case of direct delivery to Oetinger's customers, their delivery instructions shall become a supplementary part of the contract. Additional costs incurred due to non-compliance with the delivery instructions shall be charged to the supplier.

IV. Duties of Oetinger

1. Oetinger is obliged to pay the agreed purchase price. The price stated in the order shall be binding. In the absence of any written agreement to the contrary, the price shall cover all services provided by the Supplier, including any ancillary costs incurred, in particular packaging, transport, insurance, etc. The statutory value-added tax shall be included in the purchase price. The statutory sales tax is included in the purchase price. An increase of the purchase price - for whatever reason - of the price agreed upon conclusion of the contract is excluded. Costs for offers, sketches, drafts, sample data, sample prints, samples and similar preliminary work may only be charged if this has been agreed in writing in advance.

2. The Supplier's claim for payment of the purchase price shall arise after the goods have been delivered to the delivery address specified in the order confirmation at least in text form, alternatively to the branch office in Hamburg, and shall be due for payment upon receipt of the proper invoice by Oetinger including the information pursuant to Clause III.9 and without waiving any further legal requirements, in

accordance with Oetinger's terms of payment. Unless otherwise agreed, payment shall be made net within 30 days, in each case with a 3% discount, otherwise net within 60 days from receipt of the invoice. Payment shall be made subject to subsequent invoice verification, at Oetinger's option, by bank transfer to a banking institution with which the Supplier maintains business relations or by check. Place of performance for payment is Hamburg.

3. Third parties not involved in the conclusion of the contract shall not be entitled to demand payment. The Supplier's right to receive payment shall remain in force even if the Supplier assigns claims under the contract to third parties. If more than one person is entitled to receive payment, Oetinger may at its discretion make the entire payment to any one of them with effect of performance for and against all of them.

4. Oetinger shall always have the statutory rights to set-off, to withhold payment and/or to raise defences or counterclaims, even if cash clauses have been agreed. Oetinger shall also be entitled to set-off, withhold payment and raise defences or counterclaims if the claim against the Supplier has been acquired by Oetinger by assignment or if Oetinger is authorized to collect the claim for any other reason or if the claim has arisen but is not yet due or if the claim against the Supplier is denominated in a different currency or is subject to an exclusive jurisdiction in a different place than the claim of the Supplier.

5. Oetinger shall not be obligated to perform any services that are not set forth at least in text form in the order confirmation or in these General Terms and Conditions of Purchase.

V. Defects of quality and title

1. Beyond the material defects defined by law, any deviation from the agreed quantity, quality or suitability for use or from statutory requirements, in particular requirements under product law, as well as from descriptions or characteristics of the Supplier shall constitute a material defect within the meaning of § 434 BGB (German Civil Code), unless otherwise agreed in the order confirmation, at least in text form, by Oetinger or the Supplier proves that Oetinger was positively aware of the material defect at the time of the conclusion of the contract.

2. Oetinger is obliged to inspect the goods within five (5) working days for any deviations in quality or quantity. The obligation to inspect shall be limited to spot checks to be carried out and to defects which become apparent during the incoming goods inspection by external examination, including the delivery documents, as well as during the quality control in the spot check procedure (e.g. transport damage, wrong and short delivery). Insofar as an acceptance has been agreed, there shall be no obligation to inspect. Oetinger shall have no obligation towards the Supplier to inspect the goods for defects of title or with regard to compliance with legal provisions.

In any case, it shall be sufficient to apply a customary examination method or to examine the information dutifully provided by the Supplier (e.g. for the fulfillment of quality agreements). It is not necessary to call in external experts. If the supplier delivers late, the obligation to inspect shall be limited to a residual inspection for transport damage and an identification inspection, insofar as a reasonable time for inspection is no longer available as a result of the late delivery.

3. Material defects shall be notified within five (5) working days after handover by Oetinger, in case of material defects not detected due to inspection (hidden material defects) five (5) working days after the material defect was discovered. The notification shall be addressed to the Supplier or to the sales intermediary acting on his behalf. The notification shall describe the material defect in general terms; more detailed information on the type of material defect or the scope of the goods concerned shall not be required for the first notification. If necessary, the Supplier shall request further information on the type of defect or the scope of the affected goods in writing from Oetinger. Defects of title do not require notification.

4. Oetinger shall be entitled to the statutory remedies for defects of the goods, if the goods are defective at the time of delivery in the sense of the law or these General Terms and Conditions of Purchase, unless the Supplier proves that the defect was caused after the passing of the risk and is not attributable to its sphere of responsibility. Further legal claims against the Supplier, namely also in accordance with §§ 478, 479 BGB (German Civil Code) as well as claims arising from guarantees granted to Oetinger or due to other promises made by the Supplier shall remain unaffected.

5. The existence of defects of title shall be assessed in accordance with § 435 BGB; the time of delivery shall be decisive. If claims are asserted against Oetinger due to defects of title, Supplier shall indemnify Oetinger against such claims upon first request. This indemnity obligation refers to all expenses necessarily incurred by Oetinger in connection with the claim.

6. The Supplier shall be obliged to inform Oetinger in writing prior to the conclusion of the contract if the goods to be delivered are not suitable without restrictions for the use provided for in the contract, if statements made by the Supplier or third parties in advertising, brochures or other statements to the public in Germany or abroad which are known to the Supplier or should be known to the Supplier are not true in all respects, in advertising, brochures or other public statements in Germany or abroad, which are known to the Supplier or should be known to the Supplier, are not complied with in all respects or if health, safety or environmental risks may be associated with the goods to be delivered.

7. Oetinger shall be entitled to assert the statutory remedies without any restrictions.

8. The limitation periods of § 438 BGB shall commence upon delivery of the goods to the delivery

address specified in text form in the order confirmation, or alternatively to the address Max-Brauer-Allee 34, 22765 Hamburg, Germany, and complete fulfillment of all primary obligations incumbent upon the Supplier and shall be three years, unless a longer period is provided by law. The limitation period for liability for defects of title shall be two years. If the Supplier investigates the existence of a material defect or a defect of title asserted by Oetinger or if the Supplier undertakes to remedy such defect, the limitation period shall be suspended until the Supplier has issued a final written decision.

VI. Withdrawal and compensation

1. The Supplier shall be entitled to withdraw from the contract in compliance with the relevant statutory provisions. Oetinger shall be entitled, without waiving any further legal rights, to rescind the contract in whole or in part without compensation if insolvency proceedings against the Supplier's assets are applied for, if the Supplier fails to meet material obligations due towards Oetinger or towards third parties without providing a justifiable reason.

2. Oetinger shall be entitled to claim damages without limitation in accordance with the statutory provisions. Subject to the Supplier's proof that no damage or only a significantly lower damage has been incurred, Oetinger shall also be entitled, in the event of a delay in delivery by the Supplier, to demand, in addition to performance, lump-sum damages in the amount of 0.5% of the respective delivery value for each week of delay or part thereof without proof, but only up to a maximum of 10% of the respective delivery value. Oetinger reserves the right to prove that a higher damage has occurred.

3. If the Supplier is responsible for product damage or if the product was delivered by the Supplier and claims could be asserted against the Supplier itself on the basis of the provisions, the Supplier shall be obliged, without prejudice to further claims, to indemnify Oetinger against claims for damages by third parties upon first request to the extent that the cause lies within the Supplier's sphere of control and the Supplier itself is liable in relation to third parties. Within the scope of this liability, the Supplier shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB arising from or in connection with a recall action. The Supplier undertakes to maintain a product liability insurance policy with an appropriate amount of coverage for the duration of this contract. The Supplier shall indemnify Oetinger against all claims of third parties as well as fines imposed by authorities which are levied against Oetinger due to product law, product liability law or similar provisions.

VII. Confidentiality and data protection

1. The Parties shall not disclose any business or trade secrets to them in connection with thi s

Agreement or any other information, documents and data of which they become aware in the course of the performance of this Agreement and which are designated as confidential or are otherwise identifiable as confidential, in particular information relating to technologies, products, services, prices, customers, employees, marketing plans or financial matters of the Parties, the content of contractual negotiations, circumstances relevant to security and all information arising or newly generated in connection with the Agreement (all together referred to as "Confidential Information"): "Confidential Information").

2. Confidential information may also be disclosed within the parties only to those persons who are necessarily involved in the performance of the contract ("need-to-know" principle). This shall not apply if the confidential information becomes generally known without breach of this Agreement or if there is a duty to disclose on the basis of a law or an official or judicial order, in which case the other party shall be informed prior to disclosure, if permissible.

3. The parties shall not acquire any right of use to the confidential information provided to them or made available to them beyond use within the scope of the contract. In particular, they may neither apply for nor have applied for the technical ideas, processes or inventions contained in the confidential information which may be the subject of industrial property rights and/or neither attack the corresponding industrial property rights of the other party themselves nor have them attacked by third parties.

4. Subcontractors shall be bound to confidentiality at least to the extent that the parties themselves are bound by this Agreement.

5. The confidentiality obligation shall be effective until three (3) years beyond the end of the contract.

6. The parties undertake to comply with the provisions of data protection, in particular pursuant to DSGVO and the Federal Data Protection Act, with regard to the handling of personal data of individual persons entrusted with the conclusion and performance of the contract.

7. Supplier is not entitled to name Oetinger as a reference in advertising and press relations without prior consent of Oetinger.

VIII. Other regulations

1. Upon delivery, the goods shall become the unrestricted property of Oetinger. If a retention of title is agreed in favor of the Supplier, it shall only have the effects of a simple retention of title; Oetinger shall furthermore be entitled, notwithstanding a retention of title, to use the goods at any time without any restrictions, namely to process and/or sell them as well as to transfer the title to the goods to third parties, even if the use by Oetinger results in the expiry of the retention of title.

2. Oetinger retains all rights of ownership to illustrations, drawings, calculations and other documents as well as software provided by Oetinger in physical or electronic form.

Oetinger reserves all intellectual property rights, copyrights, industrial property rights and know-how rights. They are to be kept secret from third parties and may only be used for the execution of the order placed by Oetinger.

3. Unless otherwise specified in the order, the place of performance, payment and fulfillment for all obligations arising from the legal relationship between Oetinger and the Supplier shall be the delivery address specified in text form in the order confirmation, alternatively Max-Brauer-Allee 34, 22765 Hamburg, Germany. This provision shall also apply if the Supplier performs services for Oetinger at another location or if services rendered are to be reversed. Agreements on the bearing of costs do not imply any change in the aforementioned place of performance.

4. The contractual and non-contractual legal relationships with the Supplier shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), and by the customs applicable at the place of performance.

5. It is agreed that the courts having jurisdiction for Hamburg shall have exclusive local and international jurisdiction, provided that the Supplier is a merchant. However, Oetinger shall be entitled in individual cases to bring an action also at the Supplier's place of business or before other courts having jurisdiction on the basis of domestic or foreign law.

March 2021

amfori BSCI Code of Conduct

Our enterprise agrees to respect the following labour principles set out in the amfori BSCI Code of Conduct.

amfori BSCI Principles



The Rights of Freedom of Association and Collective Bargaining

Our enterprise respects the right of workers to form unions or other kinds of workers' associations and to engage in collective bargaining.



Fair remuneration

Our enterprise respects the right of workers to receive fair remuneration.



Occupational health and safety

Our enterprise ensures a healthy and safe working environment, assessing risk and taking all necessary measures to eliminate or reduce it.



Special protection for young workers

Our enterprise provides special protection to any workers that are not yet adults.



No bonded labour

Our enterprise does not engage in any form of forced servitude, trafficked or non-voluntary labour.



Ethical business behaviour

Our enterprise does not tolerate any acts of corruption, extortion, embezzlement or bribery.



No discrimination

Our enterprise provides equal opportunities and does not discriminate against workers.



Decent working hours

Our enterprise observes the law regarding hours of work.



No child labour

Our enterprise does not hire any worker below the legal minimum age.



No precarious employment

Our enterprise hires workers on the basis of documented contracts according to the law.



Protection of the environment

Our enterprise takes the necessary measures to avoid environmental degradation.

amfori BSCI Approach



Code Observance

Our enterprise is obliged to protect workers' rights as mandated by the law and the amfori BSCI Code.



Workers' Involvement and Protection

Our enterprise keeps workers informed about their rights and responsibilities.



Supply Chain Management and Cascade Effect

Our enterprise uses the amfori BSCI Principles to influence other business partners.



Grievance Mechanism

Our enterprise provides a system to collect complaints and suggestions from employees.