

# Terms and Conditions

Valid from 25th February 2010

## 1. Scope of application

All deliveries, performances, services and sales transactions with SCHAUBEK shall be carried out in accordance with the terms and conditions of delivery, processing and payment printed below. We do not recognize any conflicting or deviating conditions imposed by the clients and business partners unless we have expressly agreed to their validity in written form.

## 2. Contracts

SCHAUBEK pricelists and –catalogues are an invitation to place an order. Our quotations are made without obligation and are not binding unless they are declared to be binding quotations. By submitting an order, the client binds itself to acquire the product or service specified which will be accepted by SCHAUBEK by sending the required items. Orders, which cannot be processed promptly, will be accepted by SCHAUBEK by a written order confirmation. Herein mentioned delivery dates are without obligation.

## 3. Prices

Invoicing will apply to the valid gross pricelists when concluding the contract. By accepting the consignment resellers engage themselves to stick to the binding retail prices recommended by SCHAUBEK for products of publishing houses.

## 4. Delivery

Shipping dates are non binding and deliveries will be processed depending on availability. We are entitled to make partial shipments.

If the delivery or performance of products and/or services is delayed due to Acts of God, labour disputes, shortage of raw materials, contingencies affecting the operation of SCHAUBEK or other events or circumstances beyond SCHAUBEK's control, the according delivery dates or periods agreed shall extend by a reasonable period of time. If for any of the above reasons SCHAUBEK is not able to carry out a shipment on a commercially reasonable basis, SCHAUBEK shall be entitled to fully or partially cancel or terminate the corresponding contract.

On demand of the client SCHAUBEK is obliged to inform whether SCHAUBEK will cancel the contract or process the order in a reasonable period of time. Cancellation or compensation claims of the client do not apply in that case.

If for any other reasons SCHAUBEK's delivery is delayed, the client will have to set a reasonable extension period for processing the order in written form. If SCHAUBEK is unable to deliver within the set extension period, the client is entitled to cancel the contract. Compensation can only be claimed, if the non-compliance with the extension period is based on gross negligence or intent attributable to SCHAUBEK.

Unless expressly agreed when submitting the order, it will be within SCHAUBEK's discretion to determine the method and way of shipping. Risk in the product and transport shall pass to the client as soon as the product has either been submitted to the freight carrier or has left the warehouse of SCHAUBEK for shipment. This shall also apply in case of partial deliveries. The deliveries are not insured by SCHAUBEK against the risks of transport.

SCHAUBEK will charge 4,90 € for handling, packaging and postage for deliveries within Germany. Postage for all international orders is charged at cost.

## 5. Payment and default

Unless expressly agreed, invoices or similar requests for payment are payable immediately on receipt without deductions.

Initial orders will be sent cash against prepayment or cash on delivery. Additional costs for COD deliveries will be charged at the client's expense.

In case of a delay of payment, the client shall pay interests amounting to a rate of 5 % above the current prime rate on the amounts overdue according to §1 of the "Diskontsatz-Überleitungs-Gesetz". Any additional costs arising out of the reminding process will be charged at the client's expense.

## 6. Liability and Warranty

The customer is under obligation to inspect the goods immediately upon receipt and to report defects and damages to us in writing within 8 days after receipt of the goods.

Damages in transit and partial loss have to be noted in presence of the delivery agent and shall be acknowledged by the agent. The original acknowledgment shall be submitted together with the complaint.

As far as a defect for which SCHAUBEK is responsible exists, we are entitled to fulfil our obligations by supplying goods without defects. Alternatively the client may cancel the contract for the damaged items. A cancellation of the complete contract because of a damaged partial delivery shall not be accepted.

Compensation can only be claimed, if the defaults arose by gross negligence or intent attributable to SCHAUBEK.

## 7. Subscription contracts

The customer may order preprinted album pages for all countries issued annually by SCHAUBEK (supplements) as well as stamps and philatelic items of German private mail services, offered in SCHAUBEK's PrivatePost shop, for single deliveries or for regular deliveries (subscription). The following complementary conditions are valid for subscription contracts:

### 7.1 Dates of delivery

Preprinted album pages (supplements) in the subscription will generally be sent annually. For the basic supplement as well as the supplement for corner margin stamps of the Federal Republic of Germany a semi-annual delivery can be agreed. The supplements of each country will be delivered to the customer immediately after being available. The delivery will generally be affected within 2 months.

Stamps and philatelic items in subscription will be delivered four times a year. New editions will regularly be delivered to the customer at the end of the quarter. Depending on availability of the items SCHAUBEK may affect delivery in a later quarter.

### 7.2 Contract term and termination

The subscription contract is closed until further notice. Either party may terminate the contract subject to three months' notice to the end of a quarter.

This shall not affect either party's right to terminate the agreement with immediate effect for good cause. Good cause shall be any default of payment or any fundamental breach of the contract, if the party that is liable for the breach does not satisfy its obligation to remedy a defect within due term.

The termination of contract shall be in written form.

### 7.3 General subscription terms

The customer informs SCHAUBEK of any changes which affect the subscription contract (e.g., change of the delivery address, change of name) immediately in written form to the addresses named in no. 8.1.

SCHAUBEK informs subscription customers immediately about changes of the general terms and conditions. These changes are considered as agreed by the customer if the customer does not object the changed terms within one month after the receipt of the information. The objection must be in written form (letter, fax, e-mail) to the address of SCHAUBEK named in no. 8.1.

## 8. Right of return for distance selling contracts

### 8.1 Right of return

The client has got the right to revoke the agreed contract without stating reasons by sending a written withdrawal (letter, fax or e-mail) or by returning the ordered items within a period of two weeks. The period begins on receipt of this written notice, but at the earliest after receipt of the goods and not before the performance of our duties of information according to §312c par. 2 BGB in association with §1 par. 1, 2 and 4 BGB-InfoV as well as our duties according to §312 e par. 1 clause 1 BGB in association with §3 BGB-InfoV.

The withdrawal should be sent to:

Schaubek-Verlag Leipzig Gesellschaft für philatelistische Produkte mbH,  
Am Gläschen 23, 04420 Markranstädt,  
Telefax: 034205 67829.

### 8.2 Consequences of returning goods

In the event of an effective return of goods, the mutually provided services or products shall be returned and any benefits enjoyed (e.g. use benefits) surrendered. If there is a deterioration of the goods, compensation can be claimed by SCHAUBEK. This does not apply if the deterioration of the products is due exclusively to their inspection, as would have been possible in a retail shop for example. Incidentally, the obligation to pay compensation can be avoided by not using the goods as if they were owned and by refraining from doing anything that damages their value.

Items that can be sent by parcel post should be returned at our costs. If the value of the goods does not exceed 40,- €, if the supplied goods are those which were ordered and if the price of the goods is higher in the moment of withdrawal and the client hasn't made a payment or agreed art payments yet, the postage costs for returning the products will be at the clients expense. Otherwise the return of the goods will be free of charge. Products which cannot be sent by parcel mail will be picked up at the clients address. Liabilities of reimbursement have to be made within 30 days. The period for the client begins with stating the withdrawal or with sending the goods. The period for SCHAUBEK begins with receipt of these goods.

### 8.3 Exceptions

The right of return does not apply to products and services which have been produced on request of the client according to special individual requirements. The same exceptions apply for products and services which are not suitable to be returned as well as for CDs, video tapes, DVDs, which have been unsealed by the client.

## 9. Retention of Title

The delivered items remain the property of SCHAUBEK until all current outstanding debts and any future claims, relating to the delivered products, have been paid for in full. If the client is reselling the products as part of ordinary business, any claims arising from the onward sale, especially retention of title and payments, will be assigned for the benefit of SCHAUBEK

Following the assignment, the client shall be entitled to collect receivables on his own account and his own name until revocation. This collecting authorisation may be cancelled, if the client does not duly fulfil his payments obligations towards us, and if he is applying for the opening of insolvency proceedings.

This shall not affect our right to collect the receivables ourselves. The client must inform SCHAUBEK of the names of debtors of the assigned payment claims and the amount requested. We are entitled to disclose the debt assignment to the customer of the client.

If products, which are still property of SCHAUBEK, are going to be distrained, the client must inform SCHAUBEK immediately about this process as well as about the name of the creditor. Likewise the client has to oppose against the process of attachment. If the client fails to fulfil this obligation, all claims of SCHAUBEK against the client will fall due immediately.

## 10. Privacy Statement

The personal data submitted by the client and by possible third parties shall exclusively be used to perform the contracts. All client information are stored and processed by SCHAUBEK in accordance with the German Bundesdatenschutzgesetz (BDSG). If necessary, these data will be forwarded to third parties (e.g. delivery agents) and will also be used for own marketing purposes and marketing purposes of partner companies. The client may contradict against the usage of data for marketing purposes at any time.

## 11. Miscellaneous Provisions

In the event that any terms, conditions or provisions have been found to be invalid or will lose the validity later, the remaining terms, conditions or provision should not be affected. Such invalid provisions, terms or conditions are replaced by adequate regulations by law.

## 12. Place of jurisdiction, place of performance and applicable law

The place for performance for delivery and payment is Markranstädt. The place of jurisdiction for all legal disputes arising from the contract, including billing and certificating processes, is Leipzig.

### Schaubek-Verlag Leipzig

Gesellschaft für philatelistische Produkte mbH  
Am Gläschen 23  
D-04420 Markranstädt  
Court Registration: Leipzig HRB 1449  
Managing Directors: Siegfried Fritz, Stefan Lutter  
VAT No: DE 141505019  
Tax Registration: 235-119-00077  
Tax Offices: Borna