

Springer Nature Terms & Conditions

For Trade Sales customers

in Europe, Middle East, Africa, Asia, Oceania and Australia

Revised 4 October 2018

1. Definitions, Scope of Application

1.1 The following Standard Terms & Conditions (“T&C”) apply to sales of print books from Springer Nature to resellers (“Customer” or “Business Partner” for the purposes of clause 7). “Springer Nature” shall refer to Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany.

1.2 Any terms of business laid down by the Customer which diverge from these T&C shall not apply. Any confirmation from the Customer that is based on the latter’s own terms of business is hereby expressly refuted. The Customer’s terms of business shall not become an integral part of any agreements unless Springer Nature has expressly confirmed this in writing.

1.3 Springer Nature may amend these T&C at any time and any revised version will be effective immediately that it is displayed on the Springer Nature websites. The Customer shall be subject to the T&C in force at the time that it orders products from Springer Nature.

2. Trade Account

2.1 Customers intending to place orders must open a Trade Account.

2.2 In order to request a Trade Account, new Customers are required to fill in the Account Opening Form provided by Springer Nature. The Trade Account will be activated when Springer Nature notifies Customer of the acceptance of the request.

2.3 The data collected in the Account Opening Form registration must be true and correct. The Customer is required to immediately notify Springer Nature of any changes.

3. Terms of Delivery

3.1 The ordered products will be dispatched to Customer. Consolidation of orders is made according to Customers preferences stated in the Account Opening Form.

3.2 Customer shall pay the normal shipping costs. If Customer did not specify a preferred delivery method in the Account Opening Form, Springer Nature will automatically select the cheapest method.

3.3 If the Customer specified in the Account Opening Form that Springer Nature may deliver the remaining available stock without prior notification where the complete ordered quantity is not in stock, Springer Nature is entitled to make part-deliveries.

3.4 The risk of loss shall be borne by the Customer once Springer Nature has delivered the ordered products to the place specified in the relevant order.

3.5 If no place of delivery was specified in the order, Springer Nature's obligations are to be performed at Springer Nature's place of business. Springer Nature may offer the opportunity to collect the products at a warehouse (pick-up service), but is not obliged to do so.

4. Terms of Payment

4.1 The individual terms regarding any credit or discounts granted to the Customer as well as the time for payment will be stored in the Customer's Trade Account. Springer Nature reserves the right to amend these terms at any time. The Customer shall be subject to the current terms of payment in force at the time that it orders products from Springer Nature.

4.2 If no credit and no discount was granted to Customer, the prices of delivered products shall be due for payment in full within 30 days after receipt of invoice.

4.3 Springer Nature reserves the right to demand, at its sole discretion, advance payment and issue a *pro forma* invoice unless credit was granted to Customer.

4.4 If credit was granted to Customer, the terms stored in the Customer's Trade Account shall apply. The date of the invoice shall be deemed to be the date of the sale.

4.5 Products are delivered subject to retention of title. The goods delivered shall remain Springer Nature's property until the purchase price has been paid in full.

5. Springer Nature's Liability

5.1 Springer Nature shall be liable in accordance with statutory regulations for any loss or damage sustained by Customer that results from intent or gross negligence; results from a culpable breach of a "cardinal duty"; results from the loss of life, limb, or health; or is covered by liability under product liability law.

5.2 Cardinal duties are those contractual duties, performance of which enables due implementation of the contract, which the contractual partner fundamentally may rely on being performed, and the breach of which jeopardises attainment of the purpose of the contract.

5.3 If a cardinal duty was breached, liability – provided the loss or damage is merely due to slight negligence and does not involve the loss of life, limb, or health – shall be limited to that loss or damage, occurrence of which is typical and foreseeable in connection with the subject-matter of the contract.

5.4 In all other respects, liability of Springer Nature and Springer Nature's agents – for whatever cause in law – is hereby ruled out.

6. Deactivation of the Trade Account and Termination

- 6.1 If Customer fails to honour its payment obligations, or if any amounts paid are reverse-charged, Springer Nature shall be entitled to deactivate Customer's Trade Account and refuse to deliver any outstanding orders.
- 6.2 If Customer's Trade Account was deactivated because receivables are outstanding, Customer's Trade Account shall be reactivated once the Customer balances the arrears.
- 6.3 In the event of any breach of these T&C, in particular if Customer provided incorrect data in the Account Opening Form or fails to notify Springer Nature of changes according to clause 2.3, Springer Nature shall be entitled to deactivate Customer's Trade Account.
- 6.4 Springer Nature may give notice terminating the Agreement with immediate effect after a reasonable period of notice fixed at Springer Nature's own discretion if the breach was not remedied within that period, or terminate the agreement with immediate effect in case of a material breach or repeated breach.
- 6.5 Either Party may terminate the Agreement with 3 months' notice unless a different period for giving notice was agreed.
- 6.6 Any notice of termination must be made in writing and be transmitted by mail, telefax or email in order to be valid.

7. Ethical undertakings

- 7.1 For the purposes of this clause, the terms below will be defined as follows:

Slavery: holding another person in slavery or servitude and/or requiring another person to perform forced or compulsory labour. This includes all practices similar to involuntary servitude, slavery, debt bondage and forced labour.

Human Trafficking: the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

7.2 The Business Partner represents, warrants and undertakes to Springer Nature that at all times it shall comply with:

- 7.2.1 all applicable laws in relation to anti-corruption, Slavery and Human Trafficking, both domestically and otherwise; and
- 7.2.2 the Business Partner Code of Conduct, a copy of which is available at <https://media.SpringerNature.com/full/springer-cms/rest/v1/content/15465052/data/v4>.

7.3 The Business Partner represents, warrants and undertakes to Springer Nature that:

- 7.3.1 it has taken all reasonable steps to ensure that Slavery and Human Trafficking, as defined above, is not taking place in any of its existing supply chains, and in any part of its own business; and
- 7.3.2 neither the Business Partner nor any of its officers, employees, subcontractors, or other persons associated with it:
 - has been convicted of any offence involving Slavery or Human Trafficking; and
 - to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Slavery and Human Trafficking.

7.4 The Business Partner shall have and shall maintain in place throughout the term of this contract its own anti-slavery and human trafficking policies and procedures and will enforce them where appropriate.

7.5 The Business Partner shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no Slavery or Human Trafficking in its supply chains.

7.6 The Business Partner shall allow its employees, workers, or subcontractors (including any employees or staff thereof) access to Springer Nature's whistleblowing facility ("Speak up") in order to facilitate the reporting of any suspected breach of the Business Partner's anti-slavery and human trafficking policies, the terms of this clause, or the Business Partner Code of Conduct. The Business Partner shall not subject any employee, worker, or subcontractor (including any employees or staff thereof) who makes use of this facility to any detriment whatsoever.

7.7 On the written request of Springer Nature, the Business Partner shall prepare and deliver to Springer Nature, a Slavery and Human Trafficking report setting out the steps it has taken

to ensure that Slavery and Human Trafficking is not taking place in any of its supply chains or in any part of its business, along with a description of its relevant supply chains.

7.8 The Business Partner shall:

7.8.1 maintain a complete set of records to trace the supply chain of all goods or services provided to Springer Nature in connection with this agreement; and

7.8.2 implement appropriate supplier and subcontractor audits to monitor compliance with the terms of this clause.

7.9 The Business Partner shall notify Springer Nature as soon as it becomes aware of any breach, or potential breach, of any of the warranties and undertakings referred to in this clause.

7.10 In the event that the Business Partner notifies Springer Nature of any breach of this clause or Springer Nature has reasonable grounds to suspect that the Business Partner may be in breach of this clause then, at the request of Springer Nature, the Business Partner shall allow Springer Nature and/or its authorized representatives to visit the Business Partner's sites and/or review or audit the Business Partner's books, records and files relating exclusively to this agreement (or any other business transaction with Springer Nature) for the purposes of verifying that the Business Partner is in compliance with the terms of this clause and the Business partner will promptly provide information and answer any reasonable questions that Springer Nature may have relating to the Business Partner's performance of this agreement.

7.11 The Business Partner shall implement a system of training for its employees and/or subcontractors to ensure compliance with the terms of this clause, and the Business Partner shall keep a record of all training offered and completed by its employees to ensure compliance with the terms of this clause and shall make a copy of the record available to the Springer Nature on request.

7.12 Springer Nature may terminate the agreement with immediate effect by giving written notice to the Business Partner and recover from the Business Partner the amount of any loss and costs (including costs reasonably incurred in making other arrangements for the supply of goods or services resulting from such termination) if the Business Partner commits a breach of this clause.

7.13 At the request of Springer Nature, the Business Partner shall provide all reasonable assistance to enable Springer Nature to resist any claim, action or proceedings brought against Springer Nature as a consequence of any breach of this clause.

8. Miscellaneous

8.1 Berlin, Germany shall be the place of jurisdiction for all legal disputes arising between Springer Nature and Customer and Berlin shall be deemed to have been agreed as the place of performance.

8.2 German law shall apply exclusively. Any application of CISG is hereby ruled out.

8.3 If any provision of these T&C is invalid or unenforceable, this shall not affect the validity of the remaining provisions. In any such case, the parties shall negotiate for a clause that is to substitute the invalid or unenforceable provision and that reflects the content of the original provision as closely as possible.

8.4 Any amendment to the Agreement must be made in writing and be transmitted by mail, telefax or email in order to be valid. This shall also apply to any waiver of the requirement of the written form.