

BoD

Title contract

Between Books on Demand GmbH, In de Tarpen 42, 22848 Norderstedt, hereinafter referred to as BoD, and

David Mamane
85bis Rue Du Garde De Chasse
FR 93260 Les Lilas

hereinafter referred to as the co-contractor in addition to the author's contract of

02.09.2022: Your BoD number: 21677380

1. Rights of use

The other party assigns to BoD the rights of use more fully described in the author's agreement or framework agreement for the following title :

BoD No : 21677380
Title: 140 Years Later
Author: Ducray, Joseph
ISBN: 9782322441846

2. Data of the printed work :

Product :	BoD Classic
Format:	12*19
Total number of pages :	364
Paper type :	white 90 g
Cover :	Softcover
Binding :	Glued binding
Laminating :	mat
Printing of dust jacket :	color (4c)
Number of color pages in the body of the book :	12 pages
Position of color pages :	22,53,75,87,99,103,124,139,227,230,306,330
Book body printing :	Standard printing

The book's format and characteristics may vary from the data in the above book as a result of data conversion in cases where production is carried out abroad or for foreign markets (referred to as the foreign copy).

3. Authorization to use the contractor's work (print order), corrections and modifications :

3.1 By sending the title order to BoD online by mouse-clicking on the button provided for finalizing the title order or by activating the "enter" key, the other party acknowledges the files transmitted by him/her for

download and for the print preview a contractual value.

3.2 BoD points out that the print preview and the printed work may differ visually for technical reasons.

3.3 Modifications made after the authorization of use are similar to a new edition and require a new title order from BoD, which implies new processing costs (creation fees).

These may be higher than the cost of creating this title contract.

4. Cost :

4.1 Matrix production costs (creation costs): 19.00 EUR (including VAT at the current rate)

4.2 The contractor pays for the manufacture of his personal orders as follows:

1 - 24 copies :	price per copy incl. 5.50% VAT	EUR 14.51
25 - 49 copies :	price per copy incl. 5.50% VAT	12.43 EUR
50 - 99 copies :	price per copy incl. 5.50% VAT	11.73 EUR
100 - 199 copies :	price per copy incl. 5.50% VAT	EUR 10.48
200 - exempl:	price per copy incl. 5.50% VAT	EUR 9.22

4.3 Transport costs will be invoiced in addition. Costs depend on the quantity and weight of the delivery, plus VAT.

4.4 Production orders for small print runs are placed directly with BoD. Country-specific formats cannot be ordered from BoD for small print runs.

5. Retail price, bookshop discounts :

The public sale price of the title concerned set by the co-contractor for France is : EUR 13.00 (including VAT at the current rate)

6. Contractor's margins for printed works and electronic versions :

6.1 For commercial orders in markets where the Euro is the official currency, the co-contractor receives a margin of: EUR 0.21 net per copy.

6.2 For commercial orders in markets where the Euro is not the official currency, the Co-contractor will receive a fixed margin in the currency in force on that date in the foreign country (hereinafter referred to as the foreign margin). Each foreign margin will be fixed at the time the security is placed on the market for the entire duration of the contract by converting the margin provided for in article 6.1 at the ECB Euro rate on that date into the national currency in force.

6.3 For the electronic copies of the BoD title referred to in point 1, the contracting partner receives an author's margin of 70% of the net proceeds from BoD's use of the BoD title (in particular sales and loans). The net revenues indicated in the previous sentence are the revenues received by BoD from the exploitation of the BoD Title after deduction of VAT and trade taxes. For rental, lending and other types of temporary provision of electronic copies, the amount of revenue received for the exploitation of electronic copies by distribution partners (e.g., rental portals) depends on the agreements concluded between BoD and its distribution partners (this may vary depending on the partners and distribution channels).

6.4 The margin and any foreign margin will each be settled at the end of the quarter in euros (the foreign margin will be converted at the ECB euro exchange rate on the day of settlement) and paid at the end of the month following the quarter. Incidentally, reference is made here to the settlement terms described in the author's contract or framework agreement.

6.5 The margin payment is regarded as an advance and will be adjusted with any returns of goods from wholesalers and other distributors on the next or final margin statement.

7. Contract conclusion, contract duration and termination :

7.1 The contract is concluded when the contractual partner sends the title order entered in the online information field on the website by mouse-clicking on the button provided for finalizing the title order or by pressing the "enter" key, which then constitutes a contractual offer for the conclusion of a contract. BoD will confirm this offer by e-mail or by delivery.

7.2 The contract will be concluded in French. It is saved by BoD and can be consulted by the other party from his customer account.

7.3 Its duration is one year from the date of conclusion of the contract (contract duration).

7.4 The term of the contract is automatically extended by one year, if it is not terminated by either party three months before its expiry.

7.5 This contract may be terminated at any time for cause.

7.6 Title contracts may only be terminated or rescinded jointly, and not separately for each form of use (e.g. only the printed book or only the electronic version).

7.7 BoD reserves the right to terminate the contract immediately in the event that the content of the published works is contrary to national or international law or public order, contains defamatory or insulting statements against third parties, takes extremist political positions or incites violence.

7.8 BoD allows the other party to terminate this title contract before the agreed term, subject to payment of a termination penalty of EUR 149.00 (including VAT at the current rate).

8. Price adjustment :

8.1 Should market prices for paper vary by more than 10%, BoD reserves the right to adjust the net prices fixed in this contract by 2%. Price changes must be justified (INSEE index). In the event of a change in the VAT rate, the final price will be adjusted accordingly.

8.2 BoD shall be entitled to unilaterally change the margin for electronic copies in the future (point 6.3). The Buyer will be notified of any such change six weeks before the change takes effect. The contracting partner may object to the change in margin within four weeks of the change taking effect. If the other party objects within the aforementioned period, BoD is entitled to terminate the title contract applicable to the BoD Title in question on the date on which the change in the author's margin comes into effect, or may cease to market the electronic copy of the BoD Title in question on the date on which the change in the margin comes into effect.

8.3 In the event of a change in the applicable VAT, the final prices will be modified accordingly.

9. Right of withdrawal :

BoD hereby informs the Buyer that the Buyer does not have the right to withdraw from the present title contract or the author's contract or framework agreement concluded in connection with this contract, as this is not a distance selling contract but, through the BoD Titles, an individualized product created according to the wishes of the Buyer.

10. Additional provisions :

10.1 The provisions of the author's contract concluded between the other party and BoD shall apply to this title contract, unless otherwise stipulated.

Norderstedt, 02.09.2022

Books on Demand GmbH, 2024