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EUROPA LEHRMITTEL

LICENSE AGREEMENT

The publishing house

EUROPA-LEHRMITTEL, Nourney, Vollmer GmbH & Co. KG,
Düsselberger Straße 23, 42781 Haan-Gruiten, GERMANY
(hereafter called the licensor)

enters into the following license agreement with

Foliant Publishing House
Sh. Aimanov Str. 13
Astana, 010000; Kazakhstan
KASACHSTAN
(hereafter called the licensee)

§ 1

The license agreement concerns the work entitled:

Fachwissen Fahrzeuglackierer – Werkstoffe – Techniken – Gestaltung, 3rd edition

The licensor declares that he has the sole copyright for the said writing **except** the pictures from the added page 4 of this license agreement. For these pictures, the licensee has to obtain the copyright.

§ 2

The licensee shall make the translation into the **Kazakh** language at his own expense. The licensor assigns the licensee with the non-exclusive right for distribution in **Kazakhstan** in printed book form.

§ 3

1. In the printer's imprint of the licensed edition the note shall appear:

   Original Title: Fachwissen Fahrzeuglackierer – Werkstoffe – Techniken – Gestaltung
   Copyright 2018 (3rd edition): Verlag Europa-Lehrmittel,
   Nourney, Vollmer GmbH & Co. KG, 42781 Haan-Gruiten (Germany)

2. It is for the licensee to see to the design of the licensed work.

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§ 4

1. The licensee pays a royalty of 3,000.00 EUR for the 1st edition of **1,000 copies** to the licensor **(3.00 EUR per copy).** Due to the licensing of several titles by Foliant in April 2019, we exceptionally grant a discount of 100.00 EUR per title (for 36 titles).

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Bank account number: 323 220
Bank code number: 303 512 20
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§ 5

Upon mutual signing of the license agreement and upon the payment in advance, the licensee undertakes to publish the licensed edition **at the latest in March 2020**, at the latest, however, 24 months after signing. In case the licensee fails to publish his translation and put it on the market within this time limit, the licensor is entitled to declare this contract null and void. He is under no obligation to reimburse amounts paid in advance.

§ 6

It is the licensee's responsibility to furnish a conscientious and analogous translation of the writing. However, the licensee has the right to do the necessary adjustments in order to sell the book at the **Kazakh market**. **The licensee is authorized to split the book into several individual volumes and to remove parts of the content.**

§ 7

Duration of this agreement is **five years**, beginning from the date of countersigning. This agreement shall be renewable thereafter by mutual agreement. **A new agreement has to be drawn up for a reprint or a new Kazakh edition of the title "Fachwissen Fahrzeuglackierer – Werkstoffe – Techniken – Gestaltung", also during the five-year term.**

The licensee shall inform the licensor as soon as the licensee's edition of the work goes out of print.

Should the licensee allow the work to go out of print or off the market and so remain for nine months then in such case all rights conveyed in this agreement shall revert to the licensor without further notice or procedure and without prejudice to any royalties then due to the licensor or to any claim which the licensor may have for damages and/or otherwise.

§ 8

The licensee is not authorized to assign a third party with part of or the whole of the license.

§ 9

The licensor shall receive **6 free copies** of the licensed edition immediately after the work has been published.

§ 10

The law which is in force in the Federal Republic of Germany is exclusively applicable of the contractual relationship between the parties. The partner has to be notified of a termination of this agreement by registered mail.

§ 11

Jurisdiction and place of performance for both parties is Haan-Gruiten. Additional oral agreements have not been made. Any supplements or modifications to this agreement must be made in written form.

Licensor:

Haan-Gruiten, 11.04.2016

Verlag Europa-Lehrmittel
Nourney, Vollmer GmbH & Co. KG

Licensee:

Place, Date

Foliant Publishing House

Спец. по покраске автомоб.

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