

**GENERAL TERMS AND CONDITIONS OF THE  
VMN MEDIA GROUP**



These general terms and conditions are dated 2 March 2023 and have been filed with the Court Midden-Nederland under number 27/2023.

## 1 GENERAL PROVISIONS / IDENTITY OF THE ENTREPRENEUR

1.1 Definitions: In these general terms and conditions, the following terms have the following meanings:

- (a) **Offer**: promotion of a Product or Service by making the Product or Service temporarily available at a lower price than usual;
- (b) **Subscription(s)**: Agreement pursuant to which the Publisher (i) periodically supplies Content or an E-Learning consisting of multiple modules, and/or (ii) supplies issues of Folio Products to the Customer, and/or (iii) provides access to a website of the Publisher with Content for a certain period of time;
- (c) **Subscriber**: The natural person or legal entity with whom the Publisher concludes a Subscription Agreement or to whom the Publisher supplies a service;
- (d) **Subscription Agreement**: Any agreement between the Publisher and a Subscriber that gives the Subscriber the right to receive the agreed Products or Services from the Publisher during the term of the contract in exchange for payment of the applicable subscription rate;
- (e) **Advertisements**: advertisements to be placed or placed by the Publisher for the benefit of the Customer in a Folio Product or on a website of the Publisher; an advertisement can be a customer-provided advertisement, in the form of a 'sponsored content' contribution, in which case an article has the Customer or one of its products as its topic;
- (f) **Customer**: the party that purchases the Products and/or Services from the Publisher by concluding an Agreement (in writing or electronically);
- (g) **Content**: works, texts, information or other materials published or made available by the Publisher in any form whatsoever;
- (h) **Participant**: a natural person who participates in an Event, whether or not on behalf of the Customer;
- (i) **Service(s)**: work performed by the Publisher on the instructions and/or for the benefit of the Customer, such as organising Events, study programmes, courses, training, E-Learning, congresses, support for organising fairs, congresses and events, conducting research, placing Advertisements, or performing campaign management regarding sponsored content;
- (j) **Digital Database Product**: a digital database to which the Customer has access and in which in particular figures and data (i.e. articles to a lesser extent) are stored that can be searched by the Customer (and that is not a Knowledge Base);
- (k) **Digital Product**: a coherent amount of Content in digital or electronic form, such as (but not limited to) a digital book, E-Learning, digital issues of a Folio Product or any other manner in which Content is made available digitally to a Customer, or any software provided to a Customer;
- (l) **E-Learning**: a coherent amount of Content in digital or electronic form intended to provide the Customer with knowledge and/or skills;

- (m) **Events:** all congresses, events, seminars, courses, study programmes or masterclasses arranged or organised by or on behalf of or under the licence of the Publisher;
- (n) **Events Sponsoring:** a package compiled by the Publisher for the benefit of the Customer intended as a contribution to an Event, which contribution can be in the form of a contribution to the location or content of the Event without being limited to such forms;
- (o) **Examination:** an examination to be conducted by or on behalf of the Publisher or by a third party following a study programme;
- (p) **Folio Product:** a coherent amount of Content in printed or electronic form, which may constitute an issue;
- (q) **Licensed User:** a natural person in the employment of the Customer's organisation who, according to the Agreement or according to these general terms and conditions, has the strictly personal right to use the User Account of a Digital Product assigned to this person by the Subscriber;
- (r) **User Account:** the access key to a Service, consisting of a user name or email address and a password, which the Subscriber may assign to one permanent exclusive Licensed User;
- (s) **Knowledge Base:** a database designated specifically as a knowledge base which contains articles that can be searched by the Customer;
- (t) **Agreement:** an electronic or written agreement between the Publisher and the Customer on the basis of which the Publisher supplies one or more Products or Services to the Customer;
- (u) **Product:** a Folio Product, a Digital Product or any goods, as well as combinations thereof, supplied to the Customer by the Publisher. If a Product is a combination of a Folio Product and/or a Digital Product, the relevant provisions of these general terms and conditions apply side by side;
- (v) **Publisher:** the relevant private company with which the Agreement is concluded and that is part of the VMN media Group.

1.2 Consumer & business: these general terms and conditions are written for companies or persons that use the Publisher's services or products in the conduct of their profession or business, as well as for consumers. A provision preceded by "*Business*" applies only to businesses or persons acting in the conduct of their profession or business. A provision preceded by "*Consumer*" applies only to persons who are not acting in the conduct of their profession or business. If the provision is not preceded by "*Business*" or "*Consumer*", the provision applies to all Customers.

1.3 Identity of the entrepreneur:

The identity of the entrepreneur depends on the company with which the Customer concludes the Agreement (which is clear from the Agreement or clarified upon concluding or entering into the Agreement).

Address and contact details (these are the same for all separate VMN media group companies):

**address:** Utrechtseweg 44  
3704 HD Zeist  
**tel.:** +31 (0)88-58 40 888  
**email:** klantenservice@vmnmedia.nl

Below, any other relevant details are provided for each company that can act as the Publisher:

<b>B+B Vakmedianet Groep B.V.</b> CoC 58780688 VAT NL853178756B01	<b>B+B Vakmedianet BV</b> CoC 30229933 VAT NL818439117B01	<b>Vakmedianet Logistiek &amp; Mobility B.V.</b> CoC 62002465 VAT NL854589132B01
<b>Vakmedianet Food &amp; Horeca B.V.</b> CoC 62002546 VAT NL854589168B01	<b>Vakmedianet BouwCommunities B.V.</b> CoC 66283892 VAT NL856479123B01	<b>Vakmedianet Assurantie B.V.</b> CoC 59066350 VAT NL853303642B01

## 2 APPLICABILITY

- 2.1 These general terms and conditions apply to all Offers made by the Publisher and to every Agreement.
- 2.2 *Business:* Any supplemental and/or varying terms and conditions of the Customer are expressly rejected by the Publisher and do not form part of the Agreement and are therefore not binding on the Publisher, unless the Publisher has accepted those terms and conditions expressly and in writing.
- 2.3 *Business:* In the event of any conflicts between these general terms and conditions and those of the Customer, these general terms and conditions will prevail, unless the Publisher has confirmed to the Customer in writing that the Customer's terms and conditions will prevail.
- 2.4 If a new Agreement is concluded, the general terms and conditions applicable at that time (which may have been amended compared to previously concluded Agreements) will become part of the Agreement that is formed at that time.
- 2.5 If one or more provisions of these general terms and conditions or the Agreement prove to be null and void or voidable or are voided, these general terms and conditions and the Agreement will remain in effect in all other respects. In this event, the Publisher and the Customer will enter into consultations with the aim of agreeing on new provisions to replace the null and void or voided provisions, taking into account the purpose of the original provisions as much as possible.
- 2.6 Any failure on the part of the Publisher to demand strict compliance with these general terms and conditions by the Customer does not mean that the Publisher loses the right to demand strict compliance with these general terms and conditions in other cases.

2.7 Any variations from these general terms and conditions will only be valid if agreed with the Publisher expressly and in writing.

### **3 OFFER, ORDER AND FORMATION OF THE AGREEMENT**

3.1 Unless expressly agreed otherwise, the Publisher's quotations and Offers will be valid for a maximum of thirty days. The Publisher is entitled to revoke the Offer within this period, unless the Customer has already accepted the offer unconditionally.

3.2 Formation of the Agreement is effected by (i) the Customer accepting an Offer made by the Publisher, or (ii) the Customer placing or making a written or oral order or registration, by telephone or otherwise, with the Publisher or granting an assignment to the Publisher and the Publisher accepting such order, registration or assignment.

3.3 The Publisher is entitled to unilaterally adjust the subscription rates each year, including (but not limited to) based on the Consumer Price Index (CPI) determined by Statistics Netherlands (CBS). Any intended subscription rate increase will be published on the websites no later than one calendar month prior to its coming into effect and will only apply to a new Subscription Agreement or extension of a Subscription Agreement.

### **4 DISTANCE PURCHASE**

4.1 *Consumer:* if and in so far as the Customer places an order with the Publisher using an automated method (for example via a website or via email) or by telephone, as a result of which the Publisher and the Customer do not meet each other in person, this Article 4 (distance purchase) applies.

4.2 *Consumer:* in the event of distance purchase, the Customer has the right, during fourteen days from the day of (i) receiving the goods (i.e. tangible objects) supplied by the Publisher or (ii) concluding the Agreement for the provision of Services, to dissolve the Agreement without stating reasons.

4.3 *Consumer:* If the right to dissolve referred to in Article 4.2 is invoked, the Customer must return any goods supplied in proper packaging, undamaged, unused and accompanied by the original shipping document. The Customer must personally pay the costs of returning the goods if this was indicated when entering into the Agreement.

4.4 *Consumer:* the provisions of Article 4.2 do not apply if and in so far as the Agreement pertains to:

- (a) goods created in accordance with the Customer's specifications;
- (b) sealed software, in the event the seal was broken by the Customer;
- (c) the one-off supply of newspapers and journals, including newsletters.

### **5 PRICES AND RATES**

5.1 Products and Services are supplied at the prices and rates charged and communicated by the Publisher at the time that the Agreement is formed.

- 5.2 Unless expressly agreed otherwise with the Customer or indicated otherwise, all prices and rates charged by the Publisher are exclusive of turnover tax and exclusive of any other government levies and exclusive of administrative, transport or shipping costs.
- 5.3 The Publisher reserves the right to adjust prices and rates during the term of the Agreement (please note, consumers are also subject to Article 5.4 and Article 5.5). Unless agreed otherwise, adjusted prices and rates will apply from the time these are introduced by the Publisher or communicated to the Customer upon Subscription.
- 5.4 *Consumer:* the Publisher's right referred to in Article 5.3 may only be exercised as a result or consequence of: increased costs of manufacturing the relevant Product and/or supplying the Service and/or of purchase costs related to the Product or the Service (e.g. as a result or consequence of increased labour costs, material costs, government levies, transport costs, insurance, legal fees, costs of purchasing data sources or IT, or external editorial staff).
- 5.5 *Consumer:* in the event of a price and/or rate increase within 3 months of the conclusion of the Agreement, the Customer is entitled to dissolve the Agreement by giving written notice to the Publisher.

## **6 INVOICING AND PAYMENT**

- 6.1 The Publisher will invoice the Customer in the case of: (a) a Product, upon or after shipment or supply, (b) Services, upon the start of the Services or, in the event of Subscriptions, periodically as indicated upon Subscription (or in the absence thereof, monthly in advance), and (c) a study programme or Event, no more than 8 weeks prior to the start of a study programme or Event.
- 6.2 Payment by the Customer must be made within fourteen days of the invoice date into a bank and/or giro account designated by the Publisher.
- 6.3 *Business:* without the Publisher's express written consent, the Customer is not permitted to suspend its payment obligation towards the Publisher nor to set it off against any claim the Customer may have against the Publisher on whatever grounds.
- 6.4 *Business:* the Publisher is at all times entitled to demand advance payment, cash payment or the provision of security for any payment owed by the Customer.
- 6.5 *Business:* If the Customer fails to pay or fails to pay in good time, the Customer will owe extrajudicial costs to the Publisher in addition to the legal interest, which costs will be calculated on the basis of the actual costs incurred by the Publisher.
- 6.6 *Business:* If the Customer fails to pay or fails to pay in good time, or fails to comply or fails to comply properly with any obligation it is under, the Publisher is entitled to dissolve the Agreement extrajudicially and to cease making any further supplies or performing any work and/or services, without prejudice to the Publisher's right to claim performance or compensation from the Customer for any damage suffered as a consequence of the dissolution of the Agreement.

## **7 EVENTS**

- 7.1 Registration: the Customer can register a Participant for an Event (unless the Customer is a natural person; in that case, the Customer is the Participant). The Publisher reserves the right to (i) refuse registration for an Event without stating reasons, and (ii) to cancel an Event in the

event that an insufficient number of registrations have been received, and (iii) to combine study groups.

- 7.2 Payment: the registration fee owed by the Customer to the Publisher is payable in advance and must be credited, prior to the start of the study programme /Event, to the bank account of the Publisher stated on the invoice.
- 7.3 Cancellation: unless expressly agreed otherwise, the Customer can cancel a Participant's registration free of charge until no later than four weeks prior to the start of an Event. In the event of cancellation between four to two weeks prior to the start of an Event, the Customer will owe 25% of the registration fee (including, if applicable, the hospitality package). In the event of cancellation within two weeks prior to the start of an Event, the Customer will owe the full registration fee (including, if applicable, the hospitality package). If the Customer did not register for the full study programme but for a separate module of the programme, the start of a study programme must be understood to mean the start of the relevant module of the study programme.
- 7.4 Inability to attend: in the event that a Participant is unable to attend or fails to participate in an Event without having cancelled in good time, the Customer will or will continue to owe the Publisher the entire registration fee. The Customer is authorised to have a substitute participate in the Event in the Participant's place. In the event that a Participant or any substitute has failed to attend an Event, the Publisher will, at the Customer's request, send the Participant any study material provided to the Participants during this meeting in exchange for the costs to be incurred by the Publisher for doing so.
- 7.5 Study programme: the programme of an Event is published on the Publisher's website or described in other information material pertaining to a particular Event. The Publisher reserves the right to make changes to the study programme.
- 7.6 Material: all information and study or other materials obtained from or provided on behalf of the Publisher in the context of an Event by the Customer or the Participant is intended solely for the Customer/Participant's own use or that of its organisation. Without the Publisher's express written consent, the Customer is not permitted either alone or in cooperation with third parties, to develop or offer a similar study programme that is based on the Event arranged by the Publisher, any curriculum developed or the teaching materials to be used in that context.
- 7.7 Location / lecturers: the Publisher reserves the right to change the time and location of meetings. In addition, the Publisher reserves the right to replace the lecturers announced.
- 7.8 Quality: the Publisher will ensure the adequate and proper quality of an Event. Any complaints regarding the Event or the quality of the Event can be reported in writing or otherwise, using the address and contact details referred to in Article 1.3.
- 7.9 Examination: all examinations arranged by or on behalf of the Publisher are subject to examination regulations that the Publisher will provide to the Participants taking part in the Event. If examinations are conducted by third parties, the Publisher will inform the Participants of the applicable examination requirements in good time. At the request of a lecturer or an employee of the Publisher, Participants taking part in an Event and/or Examinations are obliged to identify themselves in accordance with the requirements of the Compulsory Identification Act (*Wet op de identificatieplicht*).

## **8 ADVERTISEMENTS**

8.1 *Business:* if the Customer requests the Publisher to place an Advertisement, the Publisher will use its best efforts to place the Advertisement as requested. The Publisher cannot guarantee that an Advertisement will appear in the specific issue of a Folio Product laid down in the Agreement, as the Publisher is dependent on various factors in ensuring this. An Advertisement will be placed as it has been provided by the Customer. The Publisher will not check an Advertisement for inaccuracies or errors. With regard to the placement of an Advertisement, the Publisher merely has a best-efforts obligation to place the Advertisement as laid down in the Agreement.

8.2 Cancellation of advertisements: unless expressly agreed otherwise, the Customer can cancel advertisements free of charge until no later than eight weeks prior to a placement date. In the event of cancellation between eight to four weeks prior to the agreed Advertisement, the Customer will owe 50% of the costs agreed for the advertisement. In the event of rescheduling within four weeks prior to the agreed Advertisement, the Customer will owe the full costs of the advertisement. The provisions of this article do not affect the Publisher's right to claim full performance of the Agreement.

## **9 EVENTS SPONSORING**

9.1 Cancellation: unless expressly agreed otherwise, the Customer can cancel Events Sponsoring free of charge until no later than eight weeks prior to the start of an Event. In the event of cancellation within eight weeks prior to the date of the agreed Event, the Customer will owe the full costs for the agreed performance on the part of the Publisher as laid down in the Agreement. The provisions of this article do not affect the Publisher's right to claim full performance of the Agreement.

## **10 SUPPLY AND SUPPLY PERIODS**

10.1 The Publisher will start the supply process for the Products or Services as soon as possible after the formation of the Agreement.

10.2 *Business:* All of the Publisher's supply periods are target periods and therefore not strict deadlines.

## **11 FORCE MAJEURE**

11.1 *Business:* force majeure is understood to mean any circumstance beyond the reasonable control of the Publisher that prevents the performance of the Agreement, including the circumstance that third parties engaged by the Publisher, such as suppliers or other parties on which the Publisher depends, fail to perform their obligations or to perform them in good time, and also including weather conditions, natural disaster, terrorism, cybercrime, digital infrastructure disruption, fire, power failure, loss, theft or destruction of tools, materials or information, government measures that render performance by the Publisher (partially or entirely) impossible, and/or pandemics.

11.2 *Business:* in the event of temporary force majeure on the part of the Publisher as referred to in Article 11.1, including a situation in which a Product ordered by the Customer is not in stock, the Publisher is entitled to extend the intended supply period by the period for which the temporary force majeure continues, or to cancel the Event.



- 11.3 *Business:* in the event of permanent force majeure as referred to in Article 11.1, including a situation in which a Folio Product is sold out and no reprint takes place or an Event cannot take place, the Publisher or the Customer is entitled to dissolve the Agreement extrajudicially. In the event of force majeure on the part of the Publisher, the Customer cannot claim compensation from the Publisher for any damage suffered by the Customer.

## **12 COMPLAINTS; RETURNS**

- 12.1 *Business:* unless agreed otherwise, the Customer must notify complaints about Products and/or Services to the Publisher in writing, including a clear description of said complaints, within ten days of the Products being shipped or the services being supplied. In the absence of such notification, any claim against the Publisher regarding defects in the Products and Services supplied will lapse.
- 12.2 *Business:* if a complaint concerns Products shipped and supplied in physical form, the Customer is only entitled to return the Products to the Publisher if the Products were not ordered by the Customer or the Customer received the Products in a physically damaged condition.
- 12.3 *Consumer:* for Customers not acting in the conduct of a profession or business, the statutory complaints procedure applies.

## **13 RETENTION OF TITLE; RISK**

- 13.1 The Publisher retains the title to all (moveable) goods supplied to the Customer which are part of any Product for as long as the Customer has not fully complied with its payment or other obligation(s) to the Publisher pursuant to any Agreement under which goods are supplied, including claims related to a failure in the performance of any Agreement.

## **14 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 14.1 All copyrights and any other intellectual or industrial property rights, along with similar rights, including neighbouring rights, database rights and rights for the protection of know-how and confidential company information, with regard to Products and Services supplied by the Publisher to the Customer, will accrue exclusively to the Publisher or the Publisher's licensors.
- 14.2 The Customer acknowledges the rights referred to in Article 14.1 and will refrain from any form of direct or indirect infringement of these rights.
- 14.3 *Business:* the provisions of Article 14.2 will be complied with by the Customer on pain of the forfeiture of a penalty of € 2,500, payable in full for each breach and for each day that the breach continues, without prejudice to the other rights accruing to the Publisher in this respect, including the right to performance and/or damages or disgorgement of profits.
- 14.4 The Publisher expressly reserves all its copyrights. This is deemed to be a reservation as referred to in Article 15(1) of the Copyright Act (*Auteurswet*).
- 14.5 The Customer is not permitted to change or remove, or have others change or remove, any indication regarding rights as referred to in Article 14.1 or designation of titles, trademarks or trade names of the Publisher or third parties in or on any Product and/or in or on documentation or data carriers made available to the Customer by the Publisher in the context of the Services supplied.

## **15 RIGHT OF USE OF DIGITAL PRODUCT / KNOWLEDGE BASE**

- 15.1 In addition to the provisions elsewhere in these general terms and conditions, the provisions set out in this Article 15 also apply to every Digital Product and/or Knowledge Base that the Publisher makes available to the Customer.
- 15.2** The Publisher grants the Customer no more than a non-transferable and non-exclusive right of use in respect of the Digital Product and/or Knowledge Base. This right of use covers only the powers expressly granted in these general terms and conditions; the Customer is not otherwise permitted to use, disclose (in full or in part), reproduce or change the Digital Product and/or Knowledge Base or the Content included therein in any way whatsoever. Without the Publisher's prior express consent in writing, the Customer is not permitted to disclose and/or reproduce and/or otherwise exploit the Content or parts thereof. This is understood to include, but is not limited to: printing, copying, scanning, or duplicating in any other way, modifying, adapting, translating, archiving, indexing and/or classifying, leasing, lending, sublicensing or otherwise making available to third parties, publicly presenting, embedding or framing (in any way whatsoever), or systematically collecting information from (parts of) the Content using automated means (including, but not limited to, crawling, spidering, phishing and/or hacking).
- 15.3 The right of use in respect of a Digital Product and/or Knowledge Base covers only the following acts:
- onscreen display, consultation and operation of the Digital Product and/or Knowledge Base on a computer or comparable data processing equipment in accordance with the accompanying manual, specifications and instructions provided by the Publisher;
  - storing or printing non-substantial parts of the Content of the Digital Product and/or Knowledge Base;
  - copying Content from the Digital Product and/or Knowledge Base by way of quotation (with due observance of Article 15a of the Copyright Act) into documents that are made, used or sent in the context of the normal business operations of the Customer.
- 15.4 The Customer's right of use in respect of the Digital Product and/or Knowledge Base may only be exercised by the Customer personally or by Licensed Users. If the Customer is an undertaking, only the following persons will be considered Licensed Users: persons working in the Customer's organisation whose entitlement to use the Digital Product and/or Knowledge Base is expressly stipulated in the Agreement (in the case of specified users), or may be unequivocally inferred from the Agreement (in the case of unspecified users). If the Agreement does not stipulate who the Licensed Users are, the Digital Product may only be used by one natural person employed by Customer as an employee, and only on one computer, or by the Customer personally if the Customer is a natural person. In the case of unspecified users, the Digital Product and/or Knowledge Base may only be used by the number of Licensed Users specified in the Agreement.
- 15.5 The right to use the Digital Product and/or the Knowledge Base, as offered under the Agreement, and to use the information contained therein, is reserved and limited to the number of agreed Licensed Users and cannot be transferred, given in use, leased or otherwise surrendered to third parties or other employees or personnel of the Customer, or be shared with third parties in any other way. Login accounts are strictly personal and must be in the name of the Licensed User, with the login name being the same as the business email address of the Licensed User. Consequently, user accounts must not use general email addresses, such as

departmental email addresses. Access details to a User Account must not be shared with others; permission to use these details to access the services is restricted to the Licensed User personally. The Customer will take adequate measures to prevent unauthorised use by the Licensed User(s).

- 15.6 If and as soon as the Digital Product and/or Knowledge Base is used by more or other persons or on equipment other than as referred to above, the Customer will be obliged to pay the fee normally charged by the Publisher for that additional use. In that case, the Customer will also forfeit a penalty of € 2,500, payable in full for each breach and for each day that the breach continues, without prejudice to the Publisher's right to dissolve the Agreement and/or claim damages. The right of use will be granted on each occasion subject to full and timely payment by the Customer of the fee applicable for the Digital Product and/or Knowledge Base.
- 15.7 *Business:* the acts included in the right of use may only be performed for the Customer's own business or professional activities, yet these acts may never be such that they result or could result in any form of exploitation – commercial or otherwise – of the Digital Product and/or Knowledge Base or any part thereof by the Customer or a third party. The Customer is not permitted to surrender the Digital Product and/or Knowledge Base or make it/them available for use by any third parties, unless the Publisher has provided prior written consent to this end.
- 15.8 If the Digital Product and/or Knowledge Base has been made available to the Customer on one or more electronic data carriers, such as a USB stick, DVD, CD-ROM or otherwise, these data carriers will remain the property of the Publisher at all times. No sale or transfer of title to the Customer will take place in this regard.

## **16 PERSONAL DATA**

- 16.1 The Publisher's privacy guidelines are set out in the latest version of its Privacy / cookie statement, available on its website ([www.vmnmedia.nl](http://www.vmnmedia.nl)). In addition, the following applies. The Customer is aware that the Customer's personal or other data and those of the persons in its organisation will be used by the Publisher to inform the Customer about Products and Services by telecommunication or other means. The Customer has the right to object to further receipt of this information. The Publisher may also use personal or other data in connection with the use made by the Customer of Products that are supplied via online provision to determine whether the Customer is performing the Customer's obligations under the Agreement.
- 16.2 If the supply of Products or Services also involves the provision of personal data, the Publisher may impose guidelines on the Customer in connection with the applicable legislation in the area of personal data. The Customer will strictly comply with these guidelines at all times.
- 16.3 The Customer will furthermore comply with all of the Customer's obligations in the area of privacy legislation.
- 16.4 *Business:* the Customer indemnifies the Publisher against all third party claims against the Publisher resulting from the Customer's total or partial non-compliance with the provisions of this Article.

## **17 LIABILITY OF PUBLISHER AND INDEMNIFICATION**

- 17.1 *Business:* although the utmost care has been taken in respect of the substance of the Content, Products and Services supplied by the Publisher, the absence of errors or incompleteness therein, or in the transfer thereof, cannot be warranted. The Publisher, authors, editors and other creators of the Products, and persons providing the Services, will not be liable for any

such errors or incompleteness in any manner. The Publisher therefore only accepts statutory obligations to pay damages in so far as these are evidenced by this Article 17.

- 17.2 *Business:* the Customer will never derive any right of suspension or set-off of its payment obligations vis-à-vis the Publisher from the presence of a defect regarding a Product or Service.
- 17.3 *Business:* in the event of a defect in a Product or Service, the Publisher is only obliged (at the Publisher's discretion) to resupply the Product or Service or to credit the invoice (or the part thereof) to which the defect relates. The compensation should be commensurate to the extent of the Publisher's alleged failure. Minor deviations do not give entitlement to compensation.
- 17.4 *Business:* without prejudice to the foregoing, if the Publisher's obligations exceed those set out in Article 17.4, the Publisher's total liability in respect of a failure to perform the obligation to supply any Product or any Service is limited to compensation for direct damage up to an amount equal to the price paid by the Customer for that Product or Service (exclusive of turnover tax). If the Agreement is (primarily) a contract of successive performance with a term of more than a year, the aforementioned amount is set at the total fees (exclusive of turnover tax) paid in the period of one year preceding the failure.
- 17.5 *Business:* without prejudice to the foregoing, the total liability of the Publisher will in no event exceed € 50,000 (fifty thousand euros).
- 17.6 *Business:* direct damage as referred to in this article is understood to mean exclusively:
- (a) reasonable costs incurred by the Customer in bringing the Publisher's performance in line with the Agreement;
  - (b) reasonable costs incurred in determining the cause and extent of the damage, in so far as the determination relates to direct damage within the meaning of this article;
  - (c) reasonable costs incurred in preventing or limiting damage, in so far as the Customer demonstrates that these costs led to the limitation of direct damage within the meaning of this article.
- 17.7 *Business:* the Publisher's total liability will in no event exceed the amount paid out under the Publisher's insurance plus the relevant excess of the Publisher per event.
- 17.8 *Business:* as regards the Publisher's liability for indirect damage, including consequential damage, loss of profits, lost savings, loss due to business interruption and any damage other than as referred to in Articles 17.3 and 17.4, such liability does exist in the event of intent or gross negligence on the part of the Publisher or third parties engaged by it.
- 17.9 *Business:* the Publisher is furthermore not liable for any damage incurred by the Customer or any third party as a result of the Customer or any third party making improper and/or unprofessional use of the Products or Services supplied by the Publisher.
- 17.10 *Business:* the Customer indemnifies the Publisher against all third party claims with regard to Products supplied and/or made available by the Publisher, or Services provided by the Publisher, if and in so far as the third party claim exceeds or differs from that which the Customer could claim from the Publisher.

## **18 TERMINATION OF THE AGREEMENT**

18.1 The Publisher has the right to terminate the Agreement with immediate and future effect by means of written notice, without (further) prior notice of default being required, if:

- a) despite and after a proper notice of default, the Customer fails imputably in the performance of any of the Customer's obligations;
- b) the Customer uses a Product in contravention of the applicable rights of use or restrictions on use and/or violates any intellectual property rights regarding that Product;
- c) the Customer is granted suspension of payments (whether or not provisionally), is declared bankrupt, files a request for a debt rescheduling scheme to be applied, or is placed under receivership or administration;
- d) the Customer ceases its business operations partially or entirely or is otherwise wound up, and/or, without the Publisher's prior written consent, the Customer radically changes its business activities or transfers them to a third party.

18.2 *Business:* in the event that the Agreement is terminated, all amounts owed by the Customer to the Publisher will be immediately due and payable in full.

18.3 *Business:* the Publisher will never be obliged to pay any damages or make any payment on account of the aforementioned termination of the Agreement, without prejudice to the Publisher's entitlement to full damages for the Customer's breach of the Customer's obligations as referred to above and without prejudice to any other rights accruing to the Publisher in this regard.

18.4 Termination of an Agreement with respect to a Digital Product also includes the immediate termination of the rights of use in respect of that product.

18.5 In all cases of termination or dissolution of an Agreement with regard to a Digital Product, the Customer must hand over to the Publisher all copies of the Digital Product and any security equipment or other equipment made available to the Customer by the Publisher within ten working days of termination or dissolution and must permanently delete all copies of the Digital Product in the Customer's computer systems.

## **19 SUBSCRIPTION: DURATION AND TERMINATION; STUDENT DISCOUNT**

19.1 The starting date for a Subscription is the start of the subscription period as stated on the relevant invoice. If the invoice does not state a subscription period, the starting date is the day on which the first shipment is made or the day on which provision commences. Subscriptions are invoiced in advance for the entire subscription period, unless agreed otherwise.

19.2 Issues from the relevant calendar year that have already come out prior to the commencement of a Subscription to a Folio Product will be supplied subsequently at the Customer's request, in so far as still in stock, and will be invoiced in proportion to the part of the relevant calendar year that has already passed or the number of issues of the Folio Product that have been provided.

19.3 The Subscription will be taken out for the period stated in the Subscription Agreement or, in the absence thereof, on the relevant invoice.

19.4 *Business:* when the expiry date is reached, the Subscription Agreement will be tacitly extended by the agreed subscription period, subject to the subscription rate applicable at that time, unless

otherwise agreed when the subscription was taken out and subject to timely termination (see Article 19.5).

19.5 *Business*: the Customer may terminate the Subscription at any time with effect from the next expiry date with due observance of the applicable notice period. The following notice periods apply:

(a) in the case of a Digital Product with a term of 1 month: at least one (1) month prior to the expiry date of the Subscription;

(b) in the case of a Digital Product with a term of 12 months or more: at least three (3) months prior to the expiry date of the Subscription;

(c) in the case of a Digital Database Product, Knowledge Base or other type of Product: at least three (3) months prior to the expiry date.

19.6 *Consumer*: Subscriptions with a term of more than one year can be terminated on a monthly basis after the end of the first subscription period (or after 12 months if this is shorter than the first subscription period), with due observance of a notice period of one month. After the end of the first term, such a Subscription will be tacitly extended for an indefinite period of time.

19.7 Invoicing of the issues covered by a Subscription to a Folio Product that are issued as loose-leaf publications will be effected by the Publisher as soon as possible after shipping.

19.8 *Consumer*: a Subscription to which a student discount applies is taken out for a period of at least two years (subject to application of the articles above). At the end of the subscription period, this Subscription will be tacitly extended by a period of three months at the price applicable at that time without discount, unless the Customer cancels the Subscription in writing at least one month prior to the end of the subscription period running at that time.

19.9 *Consumer*: the term "student" is understood to refer to someone who is demonstrably registered as such with a Dutch institution of university education or higher vocational education.

## **Offers**

20.1 An Offer from the Publisher aimed at a specific Customer or Subscriber is always one-off, free of obligation and only valid for the period stated in the Offer. If a term is not explicitly mentioned, an Offer is valid for 14 days.

20.2 Unless otherwise specified by the Publisher, an Offer can only be taken up if the Customer or Subscriber was not a Customer or Subscriber during the three (3) month period prior to acceptance of this Offer.

20.3 The rates stated in the Offers do not apply to Subscription Agreements that are already running or are to be extended, unless the Publisher expressly states otherwise in the Offer.

## **21 APPLICABLE LAW AND DISPUTES**

21.1 The Agreement is governed exclusively by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the Vienna Sales Convention).

21.2 *Business:* any disputes that ensue from or are connected with this Agreement will be exclusively submitted to the competent court of the place of business of the Publisher.

21.3 *Business:* the Publisher is entitled to transfer this Agreement, as well as its rights and/or obligations under the Agreement, to subsidiaries and/or group companies as referred to in Articles 2:24a and 2:24b of the Dutch Civil Code or to legal successors, by virtue of which transfer the Publisher will be released from its obligations vis-à-vis the Customer. The Customer is obliged, at the Publisher's first request, to provide all cooperation deemed necessary by the Publisher for the aforementioned transfer, and the Customer hereby gives its consent in advance for such transfer.