



General Conditions Centraal Boekhuis B.V.

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**GENERAL CONDITIONS
OF
CENTRAAL BOEKHUIS B.V.
AND
SUBSIDIARY COMPANIES**

General Conditions (Version 2012) of Centraal Boekhuis B.V. and its subsidiary companies, deposited at the Chamber of Commerce for Central Netherlands in Tiel on 1 January 2012 under number 11011108.

A GENERAL PROVISIONS

1. Definitions

1.1 In these General Conditions ("General Conditions") the following definitions apply:

Buyer: (a) any enterprise that, whether or not as a side activity, trades in Products as a wholesale or retail trader; (b) any enterprise or institution that rents out Products or gives Products in use; (c) any low-quantity user or customer of Products; and (d) schools and educational institutions.

Product: books, items related to books, as well as all other goods that are the subject of an Agreement.

Product Claims: the current and future claims of a Principal on Buyers on account of (i) Dud-Agreements, (ii) Dio-Agreements or (iii) any other agreements between the Principal and a Buyer, which claims are invoiced to the Buyers by CB Invoicing.

Book Bank: Book Bank is an online titles file of books that are published or distributed in Flanders under the auspices of Boek.be, which is available for schools, libraries and bookstores.

Source File: (PDF) file of cover and interior as provided by the Principal.

CB Online: the Internet application "CB Online", made available to Principals and Buyers, intended to provide support and to perform transactions between the CB Company on the one side and the Principal and the Buyer on the other side.

Digital Communication: the digital interfaces made available to the Principal and the Buyer and the links and files belonging thereto.

CB Facturatie: the private company with limited liability under Dutch law CB Facturatie B.V., having its registered office in Culemborg, the Netherlands, at the address Erasmusweg 10, registered in the Trade Register under number 30276460.

CB Companies: (a) Centraal Boekhuis, (b) CB Facturatie, (c) e-Boekhuis, (d) CB Vlaanderen, (e) Joint Book Services and (f) any other current or future subsidiary company of Centraal Boekhuis, and **CB Company** means each of these legal persons or companies.

CB Vlaanderen: the public company limited by shares under Belgian law NV CB Vlaanderen, having its registered office in Antwerp, Belgium, at the address Uitbreidingstraat 84-3, registered under company number 0412.892.079.

Centraal Boekhuis: the private company with limited liability under Dutch law Centraal Boekhuis B.V., having its registered office in Culemborg, the Netherlands, at the address Erasmusweg 10, registered in the Trade Register under number 11011108.

Central Depot Agreement: the Agreement entered into at any time by Centraal Boekhuis with Koninklijke Boekverkopersbond, Groep Algemene Uitgevers and Groep Uitgevers voor Vak en Wetenschap aimed at maintaining a distribution infrastructure aimed at spreading and availability of books, based on the Fixed Book Prices Act.

Central Book House: the wholesale trade enterprise of a CB Company that for its own risk and account trades in (mostly international) Products that originate from outside the CB Company/Companies and that are delivered to Buyers.

Means of Communication: the entirety of hardware, software, Internet and telecommunication facilities and resources via which access to and/or use of Digital Services is possible.

Services: the services and other activities, howsoever called, which a CB Company performs or carries out (as contractor, mandatary or in any other capacity) under an Agreement or Order, on behalf of, for, or in commission or for the benefit of a Principal, a Buyer or for both, including without limitation administrative and financial services, information services, Digital Services, storing, putting on stock, releasing from stock, Transportation and other logistical services.

Digital Services: digitally stored information, software, interfaces and

other data in the broadest sense of the words used (currently inter alia known as CB Online, including CB Online Reporting, CB Online Management Information and CB Online Market Information) relating to Products or Services (not being Digital Services) to which via Means of Communication access and a right of use is provided.

Digital Transaction: any transaction, such as an Order, other order, return and complaint that comes about or is supported by the Digital Services.

Dio-Delivery: any actual delivery by a CB Company of one or more Products to a Buyer (as purchaser) under an Order placed by the Principal at the CB Company to deliver from the stock present at the CB Company on the basis of a Dio-Agreement.

Dio-Agreement: the purchase agreement in respect of one or more Products between a Principal as seller and a Buyer as purchaser under an Order placed by the Principal at a CB Company for delivery from a stock stored at a CB Company.

Dud-Delivery: any actual delivery by a CB Company of one or more Products to a Buyer (as purchaser) under an Order placed by the Buyer at the CB Company for delivery from a stock stored at the CB Company on the basis of the Central Depot Agreement.

Dud-Agreement: the purchase agreement in respect of one or more Products between a Principal as seller and a Buyer as purchaser under an Order placed by the Buyer at a CB Company for delivery from a stock of Products stored at a CB Company on the basis of the Central Depot Agreement.

eBoekhuis: the private company with limited liability under Dutch law eBoekhuis B.V., having its registered office in Culemborg, the Netherlands, at the address Erasmusweg 10, registered in the Trade Register under number 30262186.

Invoicing in Commission, Credit Control and Bad Debts Risk: the service(s) offered by CB Facturatie to the Principals, in which case CB Facturatie invoices Products to be delivered on behalf of the Principal, takes over these Product Claims from the Principal against the nominal value of the Product Claims, collects the Product Claims and in general bears the bad debts risk in respect of the Buyers, given the relevant product conditions.

Addressee: the person specified by the Principal for whom the Shipment is intended.

User: any person who on behalf of a Principal makes use of a (Digital) Service.

User Name: the user name given by a CB Company or a Principal to a User, in order to in combination with the associated Password have access to and make use of the Digital Services.

Information Carriers: all resources intended for whether or not electronically recording, handling, processing, sending, multiplying or publishing texts, images or other data, this in the broadest sense of the words used.

Joint Book Services: the private company with limited liability under Dutch law Joint Book Services B.V., a joint venture in which Centraal Boekhuis participates, having its registered office in Culemborg, the Netherlands, at the address Erasmusweg 10, registered in the Trade Register under number 11049316.

Credit Limit: the total maximum amount (including VAT) that a Buyer or a Principal is due because of (i) Dud-Deliveries and Dio-Deliveries to that Buyer, and (ii) the performance of Services by the CB Companies at any time whether or not payable on demand, conditional or under a time clause, to all Principals and the CB Companies, which total maximum amount is set by the CB Company and can each time be changed by the CB Company.

Metadata: standardized description of technical specifications of the Product that is to be manufactured.

- Principal:** any enterprise or institution, legal person or natural person acting in the carrying on of his profession or business (i) with whom a CB Company at any time has concluded, will conclude or considers concluding an Agreement, or (ii) in commission of whom a CB Company on the basis of an Order or on any other basis stores, transports or delivers Products, or performs or will perform another Service.
- Order:** any order placed by or on behalf of a Principal or a Buyer at a CB Company for performing a Service.
- Agreement:** any Agreement (howsoever called) that at any time comes about between a CB Company on the one side and a Principal or Buyer on the other side, including without limitation any Order and any (other) agreement to perform one or more Services.
- Print File:** file created by the CB Company of a cover and/or interior that has been tailored to the production equipment of the CB Company.
- Right of Return:** a clause agreed between a Principal and a Buyer on the basis of which the Buyer has the right to exchange Products or (by intermediary of a CB Company) to return Products to the Principal.
- Rates:** the amounts that a CB Company charges to the Principal for the Services.
- Confidential Information:** the Password, the User Name, the source and object codes of the Digital Services, including any interfaces that are part thereof, the know-how connected thereto, the databases contained in the Digital Services (such as assortment files of Centraal Boekhuis, eBoekhuis, ISBN and Central Bookhouse Products), and all other information that has been marked or designated by a CB Company as confidential.
- Transport:** the entirety of actions that leads to it that a Shipment is delivered at the agreed place.
- Transportation Center:** the transportation service of Centraal Boekhuis or any other CB Company that makes Shipments ready and that organises the Transportation of Products.
- Password:** the confidential code that is provided by a CB Company to a Principal and/or Buyer or that has been made by a Principal by means of Digital Services, and that in combination with the associated User Name gives access to (parts of) the Digital Services.
- Working Day:** any day (with exception of a Saturday, a Sunday and a general holiday) on which banks in Amsterdam are opened for general services.
- Shipment:** the transportation unit (packet, roller container, pallet or package) of Products destined for the Addressee and having an own transportation document, offered to a CB Company for Transportation.
- 1.2 A reference in these General Conditions:
- (a) to a person is a reference to a natural person, a company, a civil partnership, a legal person, a government agency or an administrative body;
 - (b) to a person also includes a reference to the legal successors and successors in title of that person;
 - (c) to the plural of a defined term also includes a reference to the singular thereof, and vice versa;
 - (d) to the Agreement, another agreement or another document also includes a reference to the Agreement or that other agreement or that other document as modified, supplemented, replaced or renewed at any time;
 - (e) to Clauses is a reference to Clauses in these General Conditions;
 - (f) to a law or regulation includes a reference to that law or regulation as it is replaced, modified or adopted anew by a law or regulation from time to time;
 - (g) to a regulation includes any governmental decree, decision, decree and policy rule (as referred to in Article 1:3 of the General Administrative Law Act) of a government agency or administrative body;
 - (h) to a government agency or administrative body includes public legal persons as referred to in Article 2:1 paragraphs 1 and 2 of the Netherlands Civil Code, and to administrative bodies as referred to in Article 1:1 paragraph 1 of the General Administrative Law Act;
 - (i) to a permission or permit includes any authorization, permission, permit, exemption or dispensation by any person for whom the authorization, permission, permit, exemption or dispensation is at any time required under any law or regulation;
 - (j) to "in writing" also includes a reference to a notification or communication sent by fax, by e-mail or in any other electronic manner;
 - (k) to "Principal" also includes, unless the contrary appears from the content or meaning of the provision, a reference to
- "Buyer".
- Headers of Clauses in these General Conditions have been inserted for legibility, and have no relevance for the interpretation of these General Conditions.
- Applicability and Amendment of these General Conditions**
- These General Conditions apply to and are an integral part of each Agreement, as well as to all legal acts and other actions performed by a CB Company, a Principal or a Buyer in preparation of an Agreement.
- Each CB Company shall have the right to amend these General Conditions from time to time. The Principal and the Buyer shall at the latest one month before the becoming effective of those amendments of the General Conditions be notified thereof in writing.
- In case of any contradiction or inconsistency between a provision of the Agreement and a provision of these General Conditions, the provision of the Agreement shall prevail.
- The applicability of any general conditions of the Principal and/or of the Buyer is expressly rejected by the CB Companies.
- Formation of the Agreement**
- Each offer of a CB Company shall be without engagement, unless the offer contains a period for acceptance and that period has been laid down in writing. If an offer that does not contain a period for acceptance is accepted by the Principal, the CB Company shall have the right to revoke that offer forthwith after receipt of the acceptance.
- If in the acceptance of the offer any reservations or changes are introduced that deviate from the original offer, the Agreement will not come about until the CB Company has notified the Principal in writing that he agrees with these deviations from the original offer. If the CB Company does not send the aforesaid notification in writing and nevertheless commences with the execution, this shall be done on the basis of the original offer of the CB Company.
- Term and Termination of the Agreement**
- If the Agreement has been entered into for a definite period of time, the Agreement will after expiry of that definite period of time each time tacitly be renewed for the same period of time, unless a party has cancelled the Agreement in accordance with Clause 4.2.
- Each party shall have the right to cancel the Agreement as per the end of the original definite period of time or as per the end of the period for which the Agreement was subsequently renewed, by means of a written notification to the other party and with due observance of a notice period of six (6) calendar months.
- If the Agreement has been entered into for an indefinite period of time, each party shall have the right to cancel the Agreement as per the end of a calendar month by means of a written notification to the other party with due observance of a notice period of six (6) calendar months.
- If the parties after cancellation of the Agreement negotiate concerning a new Agreement, and after the expiry of the period agreed in the cancelled Agreement continue the execution of the cancelled Agreement, the terms and conditions of the cancelled Agreement shall continue to apply until the new Agreement becomes effective.
- A party (**Terminating Party**) shall have the right to terminate the Agreement in full or in part, if at the other party one or more of the following circumstances have occurred, irrespective of whether this can be attributed to the other party:
- (a) the other party does not perform an obligation under the Agreement or acts in conflict with a provision of the Agreement, and that non-performance or non-compliance, provided that it can be remedied, has not been remedied within ten (10) Working Days after the Terminating Party has requested the other party in writing to do so; or
 - (b) the other party files a petition for its own bankruptcy; or
 - (c) the other party submits a request to be granted a suspension of payments; or
 - (d) the other party is granted a (provisional) suspension of payments or the other party is declared bankrupt; or
 - (e) a resolution is adopted to liquidate or dissolve the other party, or the other party ceases its business activities or adopts a resolution to that end.
- If a circumstance as referred to in Clause 4.5 occurs, the Terminating Party may terminate the Agreement with immediate effect or as per a date to be set by him, by means of a written notification to the other party.
- A CB Company shall have the right to terminate the Agreement forthwith if at the other party one or more of the following circumstances has occurred, irrespective of whether this can be attributed to the other party:
- (a) any shares in the capital of the other party are transferred or alienated in any other manner;

- (b) the direct or indirect control over the other party or a part of the enterprise of the other party is transferred or changes otherwise, as referred to in Article 1 sub d of the SER Merger Code 2000;
- (c) the other party or a subsidiary company of the other party is involved in a legal merger or a legal demerger.
- 4.8 The party who cancels the Agreement on the basis of Clause 4.5 or Clause 4.7 shall not be liable towards the other party for any direct or indirect damage that the other party suffers as a result thereof. 6.6
- 4.9 If and as soon as the Agreement ends because of expiry of the term or because of a cancellation as referred to in Clause 4.5 or Clause 4.7, the existing reciprocal financial claims of the parties shall become immediately due and payable.
- 4.10 If a CB Company cancels the Agreement under Clause 4.5 or Clause 4.7, the other party shall towards the CB Company be liable for all damage and costs that the CB Company suffers or incurs as a result of the termination of the Agreement and the non-performance by the other party of any obligation under the Agreement, including without limitation losses, loss of profit, extra-judicial costs, costs of collection and costs of legal assistance for the full amount. 6.7
- 4.11 The rights and powers of a party described in this Clause 4 are in supplement to and not in the place of the rights and powers that accrue to a party on the basis of any other provision of the Agreement or these General Conditions or on the basis of the law.
- 5. Rates**
- 5.1 At the conclusion of the Agreement, the Rates that apply to the package of Services desired by him shall be made available to the Principal and to the Buyer respectively. In case of a change of the Services deviating Rates shall apply. 6.8
- 5.2 Unless stated otherwise, the Rates shall be exclusive of VAT and the Rates shall be increased with the due VAT, any import duties and other taxes that may be due in respect of the Services. All these taxes shall be for the charge of the Principal or the Buyer respectively. 6.9
- 5.3 Each CB Company shall have the right to change the Rates annually. The Principal shall at the latest on 1 December preceding the effective date of the change be notified in writing of the plan to change the Rates. Unless the Principal prior to the date at which the change of the Rates enters into effect has cancelled the Agreement in writing with due observance of the applicable notice period, he shall be deemed to have agreed with the change, and the changed Rates shall apply to the Agreement.
- 5.4 If the costs of a CB Company that relate to the performance of the Services increase as a result of causes that are beyond the control or influence of the CB Company, the CB Company shall have the right, beside the annual change of the Rates as referred to in Clause 5.3, to change the Rates at any time. The Principal shall be informed in writing of the change of the Rates at the latest one month before it becomes effective. Unless the Principal before the date at which the change of the Rates becomes effective has cancelled the Agreement in writing with due observance of the applicable notice period, he shall be deemed to have agreed with the change and the changed Rates shall apply to the Agreement. 6.10
- 6. Payment**
- 6.1 All amounts that a CB Company charges to a Principal or a Buyer must have been paid entirely to the CB Company at the latest at the payment due date stated on the relevant invoice, or, if no payment due date has been stated, within fourteen days after the date at which the invoice was drawn up. The place of payment shall be the place where the CB Company according to its articles of association has its registered office. 6.11
- 6.2 Amounts that a Principal or a Buyer are at any time due to a CB Company or that have been charged to a Principal or a Buyer by the CB Company, have to be paid without deduction or withholding, howsoever called. A Principal or a Buyer shall not have the right to set off any amount that is due to a CB Company with, or to suspend the payment thereof because of, any (alleged) claim on whatever basis on the CB Company. 6.12
- 6.3 If a Principal or a Buyer disputes the obligation to pay an invoice of a CB Company, he nevertheless shall continue to be held to pay the invoiced amount in full in accordance with the provisions set forth hereinbefore in this Clause 6, on the understanding that the Principal or the Buyer shall have the right to claim back from the CB Company the amount of which he proves that he has paid it unduly to the CB Company.
- 6.4 A CB Company shall at all times have the right to demand that the Principal or the Buyer will pay the amount that he is or will become due for a Service or a Product in advance, before the Service is performed or the Product is delivered.
- 6.5 At the request of a CB Company, the Principal or the Buyer shall be held to authorise the CB Company to collect the amounts that are due by him to the CB Company (including VAT and other taxes), by means of direct debit on the relevant payment due dates for the charge of the bank account of the Principal or the Buyer. The Principal or the Buyer shall have the right within five (5) Working Days after the date of collection to instruct his bank to make the debiting undone. In such a case the Principal or the Buyer shall immediately be due an administration fee to the CB Company.
- If in the opinion of a CB Company there are reasons to do so, the Principal or the Buyer shall at the first request of the CB Company be held to provide a security to the CB Company for the payment of that which the Principal or the Buyer is or will become due on the basis of the Agreement. In case of non-performance of that obligation, the CB Company shall have the right to suspend the performance of its obligations under the Agreement or to terminate the Agreement on the basis of Clause 4.5 sub (a).
- If a Principal or a Buyer has not paid any amount that is due by him to a CB Company in full at the latest at the relevant payment due date:
- (a) the Principal or the Buyer shall without any payment reminder or notification of default by the CB Company being required be in default; and
- (b) the Principal or the Buyer shall immediately be due to the CB Company the statutory default interest on the unpaid amount against an interest rate that is equal to the applying statutory (commercial) interest rate in the Netherlands.
- At the end of each calendar month, the statutory default interest that has become due under Clause 6.7 shall be added to the principal sum of the unpaid amount, and the Principal or the Buyer shall therefore be due interest thereon against the rate mentioned in Clause 6.7.
- For the charge of the Principal or the Buyer shall be all costs (including without limitation extra-judicial costs, costs of legal assistance in and out of court, bailiff costs and other costs of collection), incurred by or on behalf of a CB Company in connection with (i) the collection of any amount due under the Agreement by the Principal or the Buyer, (ii) the claim for performance by the Principal or the Buyer of his obligations under the Agreement, (iii) a failure in the performance of the Principal or the Buyer under the Agreement, (iv) the exercise or guaranteeing of the rights of the CB Company under the Agreement towards third parties, and (v) the exercise or guaranteeing of the rights of the CB Company under the guarantees provided in connection with the Agreement and other securities. The Principal or the Buyer shall be held to pay all these costs to the CB Company on the basis of full compensation immediately at the first request. In case of collection of arrear amounts that are still due, the costs that are for the charge of the Principal or the Buyer shall be set on at least 15% of the arrear amount still due.
- If a CB Company on the basis of the Agreement or on any other basis is due any amount to the Principal or the Buyer, the CB Company shall have the right to set off that debt against any amount that the Principal or the Buyer is or may become due to the CB Company under the Agreement or on any other basis, whether or not payable on demand. The provisions of this Clause 6 shall apply to the claims of a CB Company on the Principal or the Buyer under the Agreement or on any other basis, as well as to the claims that a CB Company collects or tries collect as a contractor, mandatary or otherwise for or on behalf of the Principal, the Buyer or any other person from the Principal, the Buyer or any other person.
- If a CB Company exercises its retention right in respect of Products towards a Principal or a Buyer, the costs arising therefrom (including the costs of storage, transportation and conservation) shall be for the charge of respectively the Principal or the Buyer, and these costs have to be paid to the CB Company on first request.
- 7. Force Majeure**
- A failure in the performance of an obligation under the Agreement cannot be attributed to a CB Company if the failure in the performance is not the fault of the CB Company, nor under the law, a legal act or generally accepted opinions comes for the account of the CB Company, including without limitation the circumstance that the failure in the performance directly or indirectly is caused by:
- (a) war, threats of war, civil war, riots, road-blocks or measures of a government agency, or of import or export restrictions;
- (b) fire, lightning, water damage, floods, strikes, plant occupation, sudden unforeseen breakdowns in machines including the Means of Communication, computer breakdowns, disruptions in the supply of energy, sickness of staff members, each time either in the enterprise of the CB Company or in the enterprise of a third party called in

- (c) by the CB Company for the performance of a Service; and whether or not imputable failures in the performance of an obligation by a third party called in by the CB Company for the performance of the Agreement.
- 8. Liability and Indemnification**
- 8.1 A CB Company shall towards the Principal, employees of the Principal, the Buyer, employees of the Buyer or other persons not be liable for any loss, damage or costs of whatever nature (including trading or consequential loss, loss of turnover, loss of profits and loss of data), unless the damage is the result of intent or intentional recklessness of the CB Company.
- 8.2 In supplement to, and without prejudice to the provisions set forth in Clause 8.1, a CB Company shall towards a Principal, a Buyer or another person never be liable for any damage howsoever called that either direct or indirectly is the consequence of circumstances that can be attributed to third parties designated or called in by the Principal, irrespective of whether that third party performed activities in commission or on instruction of the CB Company. All acts of third parties designated by the Principal shall in the relationship between the Principal and a CB Company entirely be for the risk and account of the Principal, and the Principal shall therefore be held to indemnify and hold harmless each CB Company from and against any liability, obligation, damage, legal actions and all costs incurred or suffered by a CB Company or that come to rest on a CB Company or that are brought against a CB Company, and that arise from or are connected with any actions (acts or omissions) of that third party.
- 8.3 Exclusively if a CB Company without prejudice to the provisions set forth in preceding paragraphs of this Clause 8 is liable, the total liability of the CB Company under the Agreement or on the basis of the law is at all times limited to lowest of the following amounts (i) the invoiced amount for the (delivered) Products or performed Services in respect of which the liability of CB Company applies, and (ii) the maximum amount that is paid out by the insurer to the CB Company under the liability insurance.
- 9. Provision of Data - Confidentiality**
- 9.1 The Principal shall be held to make data and other information that are necessary for the performance of the Services at all times and in a timely manner available to each CB Company, and he guarantees and answers for the correctness and completeness thereof.
- 9.2 The parties shall be held to treat as confidential all information and data that are exchanged between the parties or of which the parties receive knowledge under an Agreement, both during and after termination of the Agreement.
- 9.3 No party shall be permitted without the written permission of the other party to disclose the information and data referred to in Clause 9.2 to third parties, unless and in so far as he is held to do so under a legal provision, or if disclosure is required for the exercise of rights under the Agreement.
- 9.4 The parties shall be held to see to it that their employees and auxiliary persons will perform and comply with the confidentiality obligations incorporated in this Clause.
- 9.5 The confidentiality obligations incorporated in this Clause shall not apply to (i) information and data that are public and their being public is not the consequence of any unlawful acquisition, and (ii) information and data concerning the description and content of the books published and to be published by the Principal, in so far as those data are used by a CB Company to stimulate the sale of the book. Each CB Company shall have the right to use that information and data for that purposes, and inter alia to record or store the same in databases managed by it, which the CB Company discloses for that purpose.
- 10. Administration of CB Companies is Binding**
- The administration and books and records of a CB Company (including without limitation the invoices drawn up and/or processed by the CB Company, transportation documents, storage certificates, proofs of receipt, Orders and the accounts receivable and accounts payable administration) shall be binding for the parties and shall be and produce binding evidence with respect to (i) the content, scope and the time of performance of the Services, (ii) the identification, description and quantities of the Products, stored, delivered or taken back, (iii) the existence and scope of the Product Claims, (iv) the Credit Limits, and (v) the existence and the scope of all amounts that a Principal or a Buyer is or may become due at any time to a CB Company, a Buyer or a Principal on account of respectively the Agreement, a Dud-Agreement, a Dio-Agreement or on whatever other basis, subject to evidence to the contrary provided or produced by the Principal or the Buyer.
- 11. Transfer of the Agreement**
- 11.1 The Principal and the Buyer shall not have the right to sell, transfer or otherwise alienate their rights and/or obligations under an Agreement than after having obtained written permission for that from the other party, which permission shall not be denied on unreasonable grounds.
- 11.2 Each CB Company shall have the right to deliver or transfer (whether or not by contract takeover) its rights and/or obligations under an Agreement to another CB Company, and each Principal or Buyer herewith in advance agrees with, and in advance grants its collaboration to, such a delivery or transfer.
- 11.3 Each CB Company shall have the right to let Services that are to be performed by it be carried out by another CB Company.
- 12. Governing Law and Competent Court**
- 12.1 These General Conditions have been drawn and each Agreement shall be drawn up under and shall be governed by Dutch law.
- 12.2 The parties agree that the competent court in Amsterdam has jurisdiction in the first instance to hear and rule on any dispute arising from the Agreement. A CB Company shall continue to have the right, however, to bring legal actions in respect of the Agreement against a Principal and any other party before another competent court.

B STORAGE, ORDERS AND DELIVERY

- 13. Storage of Products**
- 13.1 Under the Agreement, Products of the Principal can be given in custody at a CB Company as custodian. To that giving in custody and the delivery of Products, the provisions set forth in this Part B shall apply, in supplement to the other provisions of these General Conditions. 19.2
- 13.2 The provisions of this Part B shall furthermore apply if a Buyer gives Products in custody to a CB Company or if a Buyer places an Order at a CB Company Order or concludes another Agreement with the CB Company in respect of the delivery or return of Products. 20.0, 20.1
- 14. Restriction on Deliveries**
- 14.1 The Principal shall be held to state and indicate in writing that specific Products cannot be supplied to any Buyer. If a Principal fails to do so, the Principal shall be held to indemnify each CB Company against all damage and costs that may result therefrom.
- 14.2 A Principal cannot make the restriction referred to in Clause 14.1 for Dud-Deliveries. 20.2
- 15. Delivery Periods**
- 15.1 The delivery periods stated by a CB Company are purely indicative. A CB Company does not guarantee that Products will be delivered within the stated delivery period. A deviating time of delivery shall not give the Principal a right towards the CB Company to claim damages or to dissolve the Agreement. 21.0, 21.1
- 15.2 Without prejudice to the provisions set forth in Clause 15.1, stated delivery periods shall be extended with the period that the CB Company as a result of force majeure as described in Clause 7 cannot perform obligations under the Agreement. 21.2
- 16. Orders**
- 16.1 All Orders have to be placed at a CB Company in digital form.
- 16.2 If the Product to which the Order relates is stored at a CB Company, the CB Company shall see to the execution of the Order by delivery of the Product to the Buyer, and CB Facturatie shall take care of the invoicing of the Products to be delivered in accordance with the provisions set forth in Part C of these General Conditions, in so far as not provided otherwise in the Agreement. 21.3, 21.4
- 16.3 If the Order concerns Products that can be delivered from the stock present at a CB Company and that are intended for a Buyer who is Member of the Transportation Center, the Order will be carried out within at most 5 (five) Working Days.
- 17. Delivery and Risk**
- 17.1 All deliveries of Products by a CB Company shall take place at the premises of the CB Company. As from the moment of delivery at a CB Company, the Products shall be for the risk of the Principal who has placed the Order. The risk of damage to and loss of Products that are stored at a CB Company therefore is for the account of the Principal. 22.0, 22.1
- 17.2 The Principal shall be held to take all such measures that in the opinion of the CB Company are necessary to enable the CB Company to carry out the Services, including the delivery of the Products.
- 18. Transfer of Ownership**
- 18.1 The Principal delivers and transfers in advance to CB Facturatie the ownership of all Products to which his Product Claims (referred in Clause 27 of these General Conditions) that have been transferred to CB Facturatie relate, which deliveries CB Facturatie accepts in advance. The ownership transfer of a Product each time takes place at the time that the Product has been made ready for shipment and delivery by the CB Company to the Buyer. As from that moment, the CB Company shall hold the Product for CB Facturatie as owner. In so far as necessary, these General Conditions and the Agreement shall be qualified as the notification to each CB Company of the transfer of ownership of the Product by the Principal to CB Facturatie. 22.2, 22.3, 22.4
- 18.2 Notwithstanding the delivery of a Product to a Buyer, the ownership of the Product shall not devolve upon the Buyer until after the Buyer has paid all that which he is or will become due to CB Facturatie or the Principal because of Products that have been or that will be delivered under the Agreement(s). This is a so-called extended or prolonged reservation of ownership. 22.5
- 18.3 The Principal and the Buyer may, provided with the approval of CB Facturatie, agree that the ownership of a Product devolves upon the Buyer but that the Product remains in storage at the CB Company. 22.6
- 18.4 CB Facturatie reserves the right to take back from the Buyer any Products that have been delivered but that have not been paid (in full) yet, and the Buyer herewith expressly grants permission to CB to access his premises and storage spaces for that purpose. 22.7
- 19. Devolution of Risk**
- 19.1 Notwithstanding the ownership transfer of a Product in accordance with the provisions set forth in Clause 18.1, the risk of damage to and loss of the Product shall continue to be for the charge of a Principal until those risks devolve on the Buyer in accordance with the provisions set forth in Clause 19.2.
- The risk of damage to and loss of a Product shall devolve from the Principal on the Buyer if and as soon as the Product has been delivered to the Buyer or to a third party designated by the Buyer.
- 20. Insurance**
- Notwithstanding the provisions set forth in Clause 19 of these General Conditions, if and in so far as Products that under the Agreement have been given in custody to a CB Company are still in the possession and power of the CB Company, the CB Company shall insure the Products on its own initiative against damage and loss on conditions that are acceptable for the CB Company. On request, the CB Company shall provide a copy of the insurance policy to the Principal.
- Trading loss and consequential damage of the Principal are never covered by the insurance of a CB Company, because the risk and the liability for that rest on the Principal.
- 21. Inspection on Delivery**
- 21.1 The Buyer shall be held forthwith after delivery of a Product to check whether the delivered Product corresponds with the Order and is in a good state and condition.
- 21.2 If the Buyer fails within 48 (forty-eight) hours after receipt of a Product to notify the CB Company of the fact that the Product is missing, that there is any defect in the Product or that the Product is damaged, the Buyer cannot invoke the same towards the CB Company or the Principal and shall be held to accept, buy and pay the Products. The Buyer may return a misprint to the CB Company at all times, with due observance of the provisions set forth in Clause 21.4 of these General Conditions.
- 21.3 Complaints regarding damage, damagings, missing Products, misprints or binding defects in respect of Products shall not suspend the payment obligations of the Buyer.
- 21.4 Products in respect of which according to the Buyer there is damage, damagings, that are missing, are misprints or have binding defects, cannot be returned by the Buyer to a CB Company until after the Buyer has obtained the written permission of the CB Company to do so. Products that are returned to the CB Company without the aforesaid permission shall be refused by the CB Company.
- 22. Return Shipments**
- 22.1 Products that are returned by the Buyer to the CB Company on the basis of the Right of Return, can be returned by the CB Company to the Principal at any time. If the CB Company receives a return request from the Buyer in respect of one or more Products, that return request shall be passed on to the Principal and CB Facturatie. In that case the Principal shall have the right, within 10 (ten) days after receipt of the return request, to notify the CB Company in writing that he denies the return request, failing which the return request shall be deemed to have been accepted and approved by the Principal.
- 22.2 Within 1 (one) week after the approval by the Principal of the return request, the CB Company shall send the Buyer the documentation that is required for processing the return.
- 22.3 Within 1 (one) week after the CB Company has received the Products that are the subject of an approved return request of the Buyer, the CB Company shall process the return shipment administratively.
- 22.4 After a return request for a Product has been approved, the Principal obliges himself in respect of that Product to refrain from introducing changes in the data regarding the delivery of the relevant Product until the return shipment has been processed by the CB Company administratively.
- 22.5 Each time that Products are returned by the Buyer on the basis of the Right of Return, or because of misprints, binding defects or other production defects, the Principal shall immediately be due to the CB Company the amount that the CB Company has credited to the Buyer for the redelivery of the returned Products. The amount thus due shall immediately be payable on demand.
- 22.6 If the CB Company has agreed in writing with a return shipment of Products by sending to the Buyer return documents drawn up by a CB Company, the relevant Products will have to be offered to the CB Company carriage paid and properly packed, and the CB Company shall determine the manner of transportation.
- 22.7 The Buyer shall be held to offer to the Products he wishes to return for transportation by a CB Company in accordance with the instructions of the CB Company.
- 22.8 Return shipments of Products by the Buyer shall exclusively be accepted

- by a CB Company and exclusively be credited by CB Facturatie if the Buyer fully performs his obligations concerning the sending back of Products. If the Buyer fails to perform those obligations towards the CB Company, the CB Company shall have the right for the charge of the Buyer to send back the returned Products to the Buyer, and the Buyer shall in that case be immediately due to CB Facturatie the whether or not credited amount, without any further notification being required.
- 22.9 A CB Company shall at all times have the right to refuse or not carry out return shipments if the CB Company has good reasons to fear that the Buyer or the Principal will not perform his obligations in connection with the returning of Products in full or at all. If a return shipment is refused by the CB Company, the CB Company shall not credit the amounts involved in the return request.
- 22.10 In supplement to and by way of clarification of Clause 6.2 of these General Conditions, the Buyer or the Principal shall within the framework of the Right of Return not have the right without express permission of the CB Company to apply any form of setoff with other invoices of the CB Company, nor with respect to the return request or return shipment.
- 22.11 The CB Company shall only be held to process Products that have been offered to the CB Company for return if those Products have been offered within 1 (one) month after approval of the relevant return request.
- 22.12 CB Facturatie shall deliver and shall in advance transfer to the Principal the ownership of the Products that have at any time been returned to the CB Company under this Clause 22, which delivery the Principal accepts in advance. The delivery and ownership transfer of a Product for which the Buyer exercises the Right of Return shall each time take place at the moment that the Product has been delivered to the CB Company. As from that moment the CB Company shall hold the Product for the Principal and the Product shall be for the risk of the Principal.
23. **Return of Products at the End of the Agreement**

After termination of the Agreement, the stock that is stored at a CB Company shall be sent to a destination stated by the Principal. For this delivery, as well as for the return to the Principal of redundant stock, the CB Company shall charge the costs connected thereto (including without limitation the discharge costs and transportation costs) to the Principal.

Direct Deliveries

Notwithstanding the provisions set forth in Clause 22 and that which the Principal and the Buyer have agreed in respect thereof, the CB Company shall have the right to refuse return shipments and CB Facturatie shall have the right not to carry out the creditings resulting therefrom, if the Products that are to be returned by the Principal have been delivered and invoiced to the Buyer without intermediary of the CB Company.

Central Book House

Under the Agreement the Buyer can make use of the services of Central Book House. In that, the Buyer is enabled to order (international) Products at a CB Company. Within the framework of the services of Central Book House, a distinction is made between so-called order titles (titles that on instruction of the Buyer are ordered by Central Book House for the own account at a third party) and stock titles (titles that the Buyer orders from the stock of Central Book House).

The order by the Buyer of a title via Central Book House at the CB Company is irrevocable and cannot be cancelled. As from the moment that the order is placed by the Buyer at the CB Company, the Buyer shall towards the CB Company be held to buy the Product and pay the relevant invoice.

Products that at any time are the property of a CB Company and that are so-called order titles can never be returned. For deliveries of so-called stock titles, the Buyer may under specific conditions that are to be set in advance be authorized to return those Products with due observance of the provisions set forth in the Clauses 22 et seq.

C CB FACTURATIE

- 26. General**
- 26.1 Under the Agreement the Principal may make use of the service Invoicing in Commission, Credit Control and Bad Debt Risk. 28.4
- 26.2 The provisions set forth in this Part C shall apply to the service Invoicing in Commission, Credit Control and Bad Debt Risk in supplement to the provisions set forth in Part A and in so far as applicable the other provisions of these General Conditions.
- 27. Takeover of Product Claims**
- 27.1 By concluding the Agreement the Principal in advance sells and delivers to CB Facturatie all its claims on all Buyers who are or have been invoiced by CB Facturatie, and CB Invoicing in advance buys and accepts those claims, with due observance of the other provisions of this Part C. 29.1
- 27.2 The sale and delivery of a claim to CB Facturatie shall come about at the time that CB Facturatie invoices the Buyer for the relevant Dud-Delivery or Dio-Delivery. 29.1
- 27.3 CB Facturatie shall on the basis of its administration determine in a binding fashion which Product Claims have been sold to it by a Principal and the date and time thereof.
- 27.4 As from the date and time referred to in Clause 27.3:
- (a) CB Facturatie shall be the party entitled to the Product Claim, irrespective of whether the Product Claim has legally been transferred to CB Facturatie;
 - (b) CB Facturatie shall have the right to pledge the Product Claim to a third party, and
 - (b) CB Facturatie shall bear the risk of the collection of the Product Claim (bad debt risk), in so far as not provided otherwise in Clause 29.
- 27.5 In so far as the delivery of a Product Claim has not taken place under the Agreement and these General Conditions, the Principal shall be held at the first request of CB Facturatie to effect the delivery by signing such documents as CB Facturatie will determine.
- 27.6 By concluding the Agreement, the Principal grants to CB Facturatie, in so far as necessary, an irrevocable power of attorney to sell and deliver the Product Claims for and on behalf of the Principal, notwithstanding the fact that CB Facturatie is the other party in that transaction. 29.2
- 27.7 The delivery to CB Facturatie of a Product Claim shall be notified to the Buyer on the relevant invoice, or in another manner and at another time to be determined by CB Facturatie. 29.3
- 28. Purchase Price, VAT Rate and Payment**
- 28.1 The purchase price for the Product Claim shall be equal to the nominal amount of the Product Claim, and shall be increased with the VAT that is due thereon. The determination of the VAT rate that CB Facturatie is held to charge through to the Buyer shall be done by the Principal. The Principal shall be and remain responsible and liable for the consequences of the VAT product qualification, and the Principal shall indemnify the CB Company from and against all claims of third parties that may be brought against the CB Company within the framework of VAT product qualifications.
- 28.2 The purchase price for Product Claims arising from Dud-Deliveries and Dio-Deliveries shall be paid by CB Facturatie to the Principal within forty-five (45) days after the end of the month in which the Product Claims have been invoiced by CB Facturatie to the Buyer. 29.4
- 28.3 If the Principal and the Buyer have either made none of the payment arrangements referred to in Clause 28.2 or have made deviating payment arrangements that have been agreed by CB Facturatie, the purchase price for Product Claims will have to be paid within fifteen (15) days after the end of the term of payment agreed between the Principal and the Buyer.
- Bad Debt Risk not for CB Facturatie**
- The bad debt risk concerning a Product Claim shall not be for the charge of CB Facturatie in each of the following cases:
- (a) the Principal and the Buyer have agreed a period for the payment of the Product Claim that deviates from the provisions set forth in the [relevant product conditions]; or
 - (b) the Dud-Delivery or Dio-Delivery from which the Product Claim has arisen were entered into at a time at which the Credit Limit of the Buyer was reached or exceeded; or
 - (c) the Principal has delivered the Products to the Buyer directly, without intermediary of the CB Company; or
 - (d) the Buyer disputes the Product Claim; or
 - (e) the Principal delivers the Products to the Buyer on the basis of consignment; or
 - (f) the Buyer is a natural person acting in the exercise of a profession or business; or
 - (g) the Buyer is not domiciled in the Netherlands or in Belgium; or
 - (h) the Products to which the Product Claim relates are sent back by the Buyer on the basis of the Right of Return or because they are damaged, missing, show misprints or have binding defects in accordance with and with due observance of the provisions set forth in the Clauses 21 and 22.
- CB Facturatie shall notify a Principal on request of whether the Credit Limit of a Buyer has at any time been reached or exceeded. The circumstance that a Principal does not request this information from CB Facturatie shall be for the risk and account of the Principal.
- If the Product Claim of which the bad debt risk on the basis of the provisions set forth in Clause 29.1 does not come for the charge of CB Facturatie is not collected within the term of payment applying thereto, the Principal shall be held to buy that Product Claim back from CB Facturatie on its first request, for an amount equal to the original purchase price for that Product Claim increased with VAT. CB Facturatie shall as then irrevocably be authorized by the Principal to effect that repurchase and delivery also for and on behalf of the Principal. CB Facturatie shall once per calendar quarter or with another frequency determine which Product Claims have to be repurchased, and shall effectuate this repurchase and delivery also for and on behalf of the Principal. The Principal shall be held to notify the relevant Buyer of this redelivery.
- CB Facturatie shall at all times have the right to set off all that which it is due to a Principal on account of the purchase of Product Claims with all that which it or another CB Company may at any time claim from the Principal on account of a repurchase of a Product Claim or otherwise on account of the Agreement. The provisions set forth in Clause 6.10 shall apply.

D eBOEKHUIS AND DIGITAL SERVICES

- 30. General**
- 30.1 Under the Agreement, the Principal and the Buyer may make use of the services of eBoekhuis and other Digital Services of the CB Companies.
- 30.2 The provisions set forth in this Part D shall apply to the services of eBoekhuis as well as to other Digital Services, in supplement to the provisions of Part A and in so far as applicable the other provisions of these General Conditions. 32.2
- 31. Digital Services and Provision of Information**
- 31.1 If a Principal or a Buyer buys Digital Services from a CB Company, the CB Company shall provide the Principal with up-to-date digital information in respect thereof. 32.3
- 31.2 A Principal and the User(s) shall not be permitted to commercially exploit, let or lease, give in use, make accessible for third parties or otherwise make available to third parties (any functionality of) the Digital Services or the Confidential Information. For each violation of this Clause the Principal shall towards the CB Company forfeit an immediately due and payable fine of EUR 50,000 (fifty thousand Euros) per violation, without prejudice to the right of the CB Company towards the Principal to claim compensation of the damage suffered by the CB Company. 32.4
- 31.3 The Principal shall be held to make available the necessary Means of Communication. The minimum technical specifications thereof shall on request be available at the CB Company. The Principal shall be responsible for providing an adequate security for the Means of Communication, and shall be liable for any damage resulting from any defect in the Means of Communication or the absence of an adequate security thereof. 33.2
- 31.4 The Principal shall be held to handle the User Names in combination with the Passwords with all due care, and shall be held to secure that each User will use the User Name in combination with the Password with all due care and confidentiality. 33.2
- 31.5 The Principal and the User shall be held to observe total confidentiality concerning the User Name and the Password towards all third parties. 33.2
- 31.6 All acts of a User in connection with the use of the Digital Services shall be for the risk and account of the Principal, and the Principal shall towards each CB Company be liable for any damage the CB Company suffers as a result of negligent or careless use of the Digital Services by the User, any infringement of his pledge of secrecy or misuse of the User Name or the Password. 33.2
- 31.7 The Principal and/or the User respectively shall be held to notify the CB Company forthwith if he receives knowledge that misuse is made of the User Name or the Password. 34.2
- 31.8 The Principal shall notify the User of the relevant Agreement, these General Conditions, the other applicable regulations and the instructions of the CB Companies. The Principal shall towards the CB Companies be responsible for the compliance therewith by the User, and shall towards the CB Companies be severally liable for each breach thereof by the User. 35.
- 32. Availability and Management**
- 32.1 A CB Company shall, as much as possible as may reasonably be demanded or required from it, exert its best efforts to offer an as big as possible availability of the Digital Services, save in case of maintenance and/or adaptation of the Digital Services. A CB Company expressly does not guarantee that at any time and/or continually use can be made of the Digital Services or that the Digital Services are free from defects.
- A CB Company shall have the right within the framework of management of and maintenance to the Digital Services to put its systems (temporarily) out of use, or to limit the functionality thereof, in so far as reasonably necessary.
- A CB Company shall reserve the right to adapt the functionality and functioning of the Digital Services.
- If a CB Company has a reasonable suspicion of misuse of the Digital Services by third parties, the Principal or the User, or of any other failure to comply with the Agreement, the CB Company shall have the right with immediate effect to take measures against that, including the putting out of use of the Digital Services or blocking the access for the Principal or the User to the Digital Services.
- 33. Intellectual Property**
- All rights, including all rights of intellectual property, in respect of the Digital Services, shall rest at the CB Company and/or its licensors. The Principal shall exclusively obtain a right of use for the Digital Services on the basis of these General Conditions or the law. The aforesaid right of use shall be nonexclusive and shall not be transferable to third parties. The source code of the Digital Services shall not be made available to the Principal.
- With the making public of material that is protected by an intellectual ownership right that constitutes a part of the Digital Services, no permission is granted to link to that material or to use it in any other manner. For introducing hyperlinks and any other use of the material, the prior written permission of the CB Company shall be required.
- 34. Personal Data Protection Act**
- If the Principal uses the Digital Services for processing personal data, the Principal shall in respect thereof be qualified as the responsible party as referred to in the Personal Data Protection Act. The CB Company shall in respect thereof not be qualified as a processor, shall not carry out any processing activities, also not in commission or on instruction of the Principal, and shall only make storage capacity available that can be used by the Principal at its own discretion and insight.
- The Principal shall be held to observe and comply with all provisions of the Personal Data Protection Act that apply to him, and indemnifies the CB Company from and against any claims of third parties that may be brought against the CB Company on the basis of the allegation that the Principal has failed to observe and comply with the Personal Data Protection Act.
- 35. Evidence**
- The log files and the administration of the CB Company shall be and produce binding evidence with respect to the content, scope and the moment of sending and receipt of data communications.

E TRANSPORTATION

- 36. Transportation**
- 36.1 To the transportation services of a CB Company the provisions of this Part E shall apply, in supplement to the provisions of Part A and in so far as applicable the other provisions of these General Conditions.
- 36.2 Centraal Boekhuis or any other CB Company shall determine the manner of Transportation as well as the carrier, in which in principle the transportation rates determined by the Transportation Centre apply.
- 36.3 The Principal or the Buyer shall be held to present the Products for Transportation in accordance with the instructions of the CB Company.
- 36.4 To the domestic road transportation the General Transportation Conditions 2002 shall apply, with due observance of any amendments to those General Transportation Conditions of a later date, in so far as not deviated therefrom in the Agreement or in these General Conditions. A copy of the aforesaid General Transportation Conditions shall be sent to the Principal on his request, whereas the General Transportation Conditions are also available at www.centraalboekhuis.nl. To cross-border or international transportation the Convention on the Contract for the International Carriage of Goods by Road (CMR) applies, in so far as not deviated therefrom in the Agreement or in these General Conditions.
- 36.5 Delivery of the Products to the Principal as well as delivery of the own Products of the Principal at the warehouses of the CB Company shall only and exclusively be possible in exceptional cases, and not until after the CB Company has agreed to that in writing.
- 37. Sending by Post or by Third Party Carrier**
41. If Products are sent by post or via a third party carrier to the address of a Buyer who is not a member of the Transportation Center, freight and handling charges shall be charged to the Principal. Any additional costs for Shipments abroad shall also be charged to the Principal.
- 38. Express Delivery**
42. Any extra costs for an express delivery shall be charged to the Principal.
- 39. Offering Conditions**
- 39.1 The Transportation Centre shall provide all Shipments with a valid transportation document.
- 39.2 The Principal shall see to it that the address and the other information stated on the address label are correct. The Principal shall also see to it that the CB Company will be provided with all other data concerning the Transportation of the Shipment prescribed by the law or contractually or requested by the CB Company. The Principal shall be responsible for a careful packaging tailored to the nature and content of the Shipment, and for a recognizable designation or indication if the Shipment contains vulnerable goods. The Principal guarantees that the Shipment meets the requirements set in the Working Conditions Act and any other related laws and regulations regarding, but not limited to, requirements regarding the maximum human lifting weight of a Shipment.
- 39.3 In case of a number of Shipments that are offered for transportation simultaneously for the account of one and the same Principal, the CB Company may set supplementary conditions with respect to inter alia the Rate, the minimum number to be offered, the time of the offer and the place of the offer.
- 40. Refusal, Suspension or Discontinuation of Transportation**
- 40.1 The CB Company may refuse, suspend or discontinue the Transportation of a Shipment, if:
- (a) the Principal does not meet the conditions set by the CB Company for acceptance for Transportation of the Shipment; or
 - (b) the Transportation of the Shipment may cause danger for persons or goods, including in particular transportation to which national or international laws or regulations concerning transportation of hazardous substances apply; or
 - (c) the Transportation is prohibited under the law or under a government regulation, or the CB Company has indications that the Transportation may be in conflict with a law or government regulation;
 - (d) the Principal is in default with the performance of payment obligations under any Agreement concluded with the CB Company.
- The CB Company shall on request state the reason for the refusal, suspension or discontinuation.
- 40.2 In case of refusal or discontinuation of Transportation of the Shipment, the CB Company shall enable the Principal, in so far as possible, to repossess the Shipment and any documents submitted thereby.
- 40.3 Notwithstanding the refusal or discontinuation of Transportation of the Shipment, the CB Company shall towards the Principal be entitled to payment of the compensation agreed for the additional costs incurred by the CB Company.
- 41. Inspection of the Shipment**
- The CB Company shall in the following cases have the right to inspect the (content of) the Shipment at the offering for Transportation of the Shipment or during the execution of the Agreement:
- (i) if the safety of persons or goods requires the same;
 - (ii) if the inspection, in case of missing data, is favourable for delivery to the Addressee.
- 42. Delivery**
- 42.1 Unless this reasonably cannot be demanded from the CB Company, the CB Company may deliver a Shipment at the Addressee on all days of the week, with exception of Sundays and public holidays in the Netherlands and in the country of delivery.
- 42.2 The Buyer or other Addressee may make use of delivery on Saturday, in which case beside the normally applying Rates extra charges shall be due.
- 42.3 Delivery shall take place at the address stated on the Shipment.
- 42.4 The CB Company shall have the right to demand that the person who wants to take receipt of the Shipment furnishes proof of his identity before the Shipment is delivered.
- 42.5 The administration of the CB Company shall be and provide binding evidence of the delivery or, in case of an undeliverable Shipment, of the return shipment.
- 43. Undeliverable Shipments**
- 43.1 If the Shipment for whatever reason cannot be delivered to the Addressee, including refusal by the Addressee, and if storage of the Shipment in connection with the (apparent or suspected) content of the Shipment is inconvenient or problematic for the CB Company, the Shipment shall be returned to the Principal.
- 43.2 Shipments that for whatever reason cannot be returned to the Principal, shall during 5 (five) Working Days be stored by the CB Company and be held available for the Principal or the Addressee, unless the CB Company knows or considers it plausible that the (content of) the Shipment has no value, or storage in connection with the content of the Shipment is inconvenient or problematic for the CB Company. In such a case the CB Company shall be free to (have others) destroy the Shipment or to dispose of the Shipment in any other manner it deems advisable. Shipments that have no value shall after the end of the aforesaid period of 5 (five) Working Days devolve upon the CB Company. If a CB Company does not return a Shipment, it shall exert its best efforts to inform the Principal of the manner in which the Shipment will be disposed of.
- 43.3 If the Principal refuses the returned Shipments, the CB Company shall assume that the content of the Shipment for the Principal no longer represents any value, and the CB Company shall be free to dispose of the Shipment in the manner it deems fit.
- 43.4 If it is not possible to deliver a Shipment in accordance with the Agreement, the CB Company shall have the right to charge the costs connected with the return, storage or destruction of the Shipment to the Principal.
- 44. Notification of Damage**
- 44.1 If damage to or loss of a Shipment is externally visible and the Addressee has not on or immediately after receipt of the Shipment sent a written reservation to the CB Company, the CB Company shall be deemed to have delivered the Shipment in the same condition as it was when it received the same for Transportation.
- 44.2 If damage to or loss from a Shipment is not externally visible and the Addressee has not sent a written reservation to the CB Company within 48 (forty-eight) hours after the Shipment has been taken in receipt, the CB Company shall be deemed to have delivered the Shipment in the same condition as it was when it received the same for Transportation.
- 44.3 The CB Company shall not be held to handle a claim for damages if the cause, nature and/or scope of the damage are insufficiently motivated and specified, notwithstanding the other rights of the CB Company, the Principal or the Addressee.
- 44.4 Each right of action of a party under the Agreement and connected with the Transportation of Shipments, shall prescribe by the lapse of 1 (one) year after the creation of that right of action.
- 45. Cash on Delivery**
- 45.1 Domestic Shipments may at the request of the Principal and against payment of the compensation determined by the CB Company, be subjected to the condition of offering the Shipment cash on delivery.
- 45.2 The CB Company shall only deliver a Shipment under a cash on delivery order if the cash on delivery amount stated by the Principal is paid by or

- on behalf of the Addressee to the CB Company in full on delivery.
- 45.3 The cash on delivery order can only be carried out if (the data for) the transportation document and the cash on delivery document have been filled in fully and correctly (or have been submitted) by the Principal.
- 45.4 Depending on the Agreement concluded with the Principal, various maximum cash on delivery amounts and compensations apply. If the CB Company has accepted a Shipment for Transportation for which the maximum cash on delivery amount has been exceeded, the CB Company shall have the right to terminate the Transportation, after which the Shipment will be returned to the Principal and the (extra) costs of the CB Company will be for the charge of the Principal.
- 45.5 The amount to be paid by or on behalf of the Addressee shall be paid to the Principal in the manner agreed with him.
46. **Liability**

Without prejudice to the provisions set forth in Clause 8 of these General Conditions, the damage that the CB Company will be held to compensate in a specific case will be calculated with due observance of the commercial value of the goods transported with the Shipment at the place and the time of acceptance for Transportation, or - with respect to domestic Shipments - the commercial value that the Products would have had on delivery, subject to the condition that the Addressee proves that he has suffered damage for the amount of the latter value. The actually suffered and proven damage that the CB Company is held to compensate shall never exceed the limits mentioned in Title 13 of Book 8 of the Netherlands Civil Code and in Clause 13 of the General Transportation Conditions 2002 or Chapter 4 of the CMR Convention.

F PRINT ON DEMAND

47. **General**
- 47.1 Under the Agreement the Principal may make use of the Print on Demand service, in which case the CB Company can manufacture Products on order. 50.9
- 47.2 To the Print on Demand service the provisions of this Part F apply, in supplement to the provisions of Part A and in so far as applicable the other provisions of these General Conditions.
48. **Prices and Price Changes**
- 48.1 The production cost price stated by the CB Company applies exclusively to the production of the Products in accordance with the agreed Metadata. 51.
- 48.2 The CB Company shall be authorized to change the production cost price stated in the Order if Metadata or other specifications that apply in the opinion of the CB Company appear not to correspond with the Metadata or other specifications provided by the Principal. Furthermore the CB Company shall be authorized to change the production cost price if the Principal yet changes the Metadata or the other specifications after the approval referred to in Clause 50.8, which inter alia includes introducing one or more changes in the initially agreed specifications after receipt of a test copy. The CB Company will not start with the production of the Product until after the Principal has accepted the changed production cost price in writing. 51.1
- 48.3 The CB Company shall be authorized to increase the agreed production cost price in the interim if after the acceptance of the production cost price by the Principal as referred to in Clause 50.8 one or more of the following circumstances occur: (i) increase of the costs of materials, semi-finished products or services that are necessary for the production of the Products, (ii) increase of the shipping costs, wages, employees' charges, social insurances or costs connected with other employment conditions, (iii) introduction of new and increase of existing government charges on raw materials, energy or rest materials, (iv) a substantial change in currency exchange rates, (v) in general, circumstances that are comparable with one or more of the circumstances mentioned hereinbefore. An increase of the production costs connected with one or more of these circumstances shall not become effective until after thirty (30) days after the relevant written notification by the CB Company. 52.1
49. **Orders and Cancellations**
- 49.1 An Order may be submitted by the Principal or the Buyer via CB Online, Digital Communication or the Book Bank, which will lead to production and delivery of the number of copies of the Product stated in the Order. 52.2
- 49.2 After production of the number of copies of the Product stated in the Order, the CB Company shall invoice the Principal for the production cost price. 53.
- 49.3 A submitted Order will be handled immediately and cannot be cancelled. 53.1
50. **Delivery and Control Files**
- 50.1 The Principal shall by means of the online application CB Online that has been made available for that purpose provide to the CB Company the Metadata in conformity with the provisions stated for that purpose on the Internet site of the CB Company. 53.2
- 50.2 Subsequently the Principal shall for each book provide to the CB Company Source Files by means of the online application CB Online that has been made available for that purpose, or by means of data transmission. Finally the Principal shall submit the title for checking. 53.3
- 50.3 The CB Company shall check the files received from the Principal and shall in case of proven suitability convert those files to Print Files that are suited for reproduction by means of CB Print on Demand. 53.4
- 50.4 The CB Company shall carry out the check described in Clause 50.3 within two (2) Working Days after receipt of the information referred to in the Clauses 50.1 and 50.2, and the CB Company shall subsequently inform the Principal by e-mail of its findings. 53.5
- 50.5 If from the check by the CB Company it appears that the Metadata are not in Agreement with the submitted Source Files, the Principal shall be notified thereof. Any repair or adaptation of the Metadata or Source Files will be carried out by the Principal. The Principal shall hand over the adapted Files and/or Metadata to the CB Company in accordance with the provisions set forth in the Clauses 50.1 and 50.2. 54.
- 50.6 The CB Company shall on request of the Principal carry out the repair or the adaptation referred to in Clause 50.5, this for a compensation determined by the CB Company in advance. 54.1
- 50.7 The Principal shall be held after the repair or adaptation referred to in the Clauses 50.5 and 50.6 grant its approval to the thus new adopted Metadata and the production cost price determined on the basis thereof. 54.2
- 50.8 After agreement by the Principal with (new adopted) specifications and the production cost price determined on the basis thereof, the CB Company shall start the production of the Product after receipt of an Order. 54.3
- For each new Order use shall be made of the Print Files referred to in Clause 50.3. If the Principal wants to replace a book that has been released to the CB Company for production by a version of which the content has been adapted, the Principal shall be held to submit new Source Files for that purpose. 54.4
- Manner of Delivery**
- Delivery of the Products shall take place by the CB Company at the address of the party that has submitted the Order. This is exclusive of the delivery of test copies that takes place to an address to be provided by the Principal specifically at the Order.
- Period of Delivery**
- The CB Company shall no longer be bound to an expressly agreed specific delivery period of a Product (including a test copy) if the Principal desires one or more changes in the Metadata after he has granted the Order.
- The Principal shall in the execution of the Agreement by the CB Company be held to do all that which is reasonably necessary or advisable to enable a timely delivery by the CB Company, this in particular by forthwith answering questions of the CB Company and by preventing faulty or defective deliveries.
- Test Copies**
- The Principal shall be held to check the test copy received by him from the CB Company on his request carefully on errors and defects, and to notify the CB Company forthwith of his comments or his approval.
- The approval of the test copy by the Principal shall be considered to be an acceptance by the Principal of the quality and outer appearance and features of the Product.
- The CB Company shall not be liable for any deviations, errors and defects that have remained unnoticed in the test copy approved by the Principal.
- Test copies produced at the request of the Principal shall be manufactured for the price that applies for the Product, unless expressly agreed otherwise.
- The transportation of test copies shall take place for the charge of the Principal. The Principal shall bear the risk during the transportation. The acceptance of goods of the CB Company by the carrier shall be considered proof that the goods externally are in a good state and condition, unless the contrary appears from the waybill or the proof of receipt.
- Deviations**
- Deviations between the delivered Product and the Metadata and/or the Source Files can be no reason for rejection, discount, dissolution of the Agreement or damages, if the deviations are minor.
- The assessment of the question of whether deviations in entirety of the work (embodied in the Product) are to be qualified as minor shall be done in the basis of a representative test copy or sample of the work.
- With respect to the quality and the gram weight of paper and paperboard, minor deviations shall be any deviations that are permitted under the tolerance standards mentioned in the General Delivery Conditions of the Wholesale Traders Association, which conditions will be sent on first request.
- Deviations in the other materials and semi-finished products used by the CB Company that are permitted according to the General (Sale) Conditions that apply to the delivery of those materials and semi-finished products, shall be qualified as minor deviations. The relevant General (Sale) Conditions shall be available for inspection at the CB Company. The CB Company shall send a free copy of the aforesaid General (Sale) Conditions to the Principal on his request.
- Copyrights**
- The Principal guarantees that the CB Company by the performance of the Agreement, including the multiplication or publishing of the works received from the Principal, and more in particular the Source File, does not and will not infringe any intellectual property rights of third parties, this including the moral rights referred to in Article 25 first paragraph of the Netherlands Copyright Act, including similar claims concerning knowledge, unlawful competition and the like, and the Principal indemnifies the CB Company against all claims of third parties in respect of any (alleged) infringements of the aforesaid intellectual property rights of those third parties. The Principal shall at the first request of the CB Company take upon himself the defence in any court proceedings that may be initiated concerning the performance of the Agreement against the CB Company because of infringement of intellectual property rights

- of a third party. The Principal shall also indemnify the CB Company against all damages and costs that the CB Company could be ordered to pay in such proceedings, as well as against the costs of those proceedings themselves, including without limitation the costs connected with obtaining legal advice in connection with that.
- 55.2 If with respect to the correctness of the rights pretended by third parties as referred to in Article 25.1 of the Netherlands Copyrights Act according to the CB Company doubt arises or continues to exist, the CB Company shall have the right to suspend the performance of the Agreement until the moment that the court irrevocably establishes that the CB Company does not infringe the aforesaid rights. After this has irrevocably been established, the CB Company may yet carry out the relevant Order(s).
- 55.3 The CB Company shall continue to be the exclusive party entitled to and proprietor of all intellectual property rights and similar rights that rest on the results of activities performed by the CB Company, whether or not under this Agreement, including without limitation any rights to the Print Files, also if these results have been stated as a separate item in an offer or on the invoice of the CB Company.
- 56. Storage of Files and Data**
- 56.1 The CB Company shall keep and hold available Source Files and Metadata that have already been transferred to the CB Company but that have not yet been submitted via the online application CB Online that has been made available for that purpose during a period of at most 3 (three) months, for the Principal to submit. After expiry of the aforesaid period the CB Company shall have the right to delete the relevant Source Files and Metadata.
- 56.2 The CB Company shall hand over the Source Files and Metadata kept by it for the Principal to the Principal on his first request.
- 56.3 The CB Company shall be held to keep Print Files that have been created on the basis of the Source Files and Metadata for the Principal, in so far as these Print Files have been marked by the Principal as released for CB Print on Demand production, and subject to the condition that the Principal has an existing contractual relationship with the CB Company on the basis of which the CB Company on a regular basis looks after and arranges storage and distribution of books for the Principal.
- 56.4 The CB Company shall not be held to make available to the Principal any Print Files that have been created on the basis of the Source Files and Metadata.
- 56.5 The CB Company shall keep and store the Source Files, Metadata and Print Files kept by it for the Principal with all due care that can be demanded from a good custodian.
- 56.6 The CB Company shall be held to take technical and organisational measures to protect the Source Files, Metadata and Print Files kept and stored by it for the Principal against unauthorized or unlawful access, either physically or digitally, by third parties to those files and data, or to the servers on which those files and data have been stored, or to the computer equipment that make use of those files and data. The measures referred to in this Clause paragraph shall, with due observance of the state of the art and the costs of the execution and enforcement thereof, offer an adequate level of protection in view of the risks involved in the unauthorized or unlawful access to and the nature of the files and data that are to be protected.
- 56.7 The CB Company shall not be liable for any damage resulting from and/or costs arising from any loss of or damage to Source Files, Metadata and Print Files kept and stored by it for the Principal. The Principal shall be held to see to it that, prior to the provision to the CB Company of Source Files and Metadata, by means of data communication or a data carrier, a duplicate or copy of these files and data has been made. The Principal shall be held to keep these in his possession for the case that the Source Files and Metadata provided by him to the CB Company during the custody by the CB Company are lost or become unusable because of damage. In that case the Principal shall be held on request to provide a new Source File and/or new Metadata to the CB Company.

