

## **TERMS AND CONDITIONS ONLINE SALES WITHIN THE EU**

### **Article 1: Definitions**

1. Berg Precision Publishing, located in Waalre, KvK-number 71894764, is referred to as seller.
2. The counterparty of the seller is referred to as buyer

### **Article 2: Applicability of general conditions**

1. These conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of seller.
2. Deviating from these terms and conditions is only possible if this has been agreed explicitly and in writing by the parties.

### **Article 3: Payment**

1. The full purchase price is paid at the time of ordering or upon delivery, unless agreed otherwise.
2. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer remains in default, the seller will proceed to collection. The costs related to that collection will be borne by the buyer. These collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the seller's claims against the buyer shall become immediately due and payable.
5. If the buyer refuses to cooperate with the execution of the order by the seller, he is still obliged to pay the agreed price to the seller.

### **Article 4: Offers, quotations and price**

1. Offers are without obligation, unless a term of acceptance is mentioned in the offer. If the offer is not accepted within that period, the offer will lapse.
2. Delivery times in quotations are indicative and do not give buyer the right to dissolution or compensation if this is exceeded, unless parties have explicitly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. The parties must expressly agree this in writing.
4. The price stated on offers, quotations and invoices consists of the purchase price including the VAT due.
5. Costs of a foreign government to import the book into the buyer's country are for the buyer.

### **Article 5: Right of withdrawal**

1. In countries that have no right of withdrawal this article is not applicable. The document "Terms and conditions online sales outside EU" applies.
2. The buyer is entitled to terminate the contract without giving any reason within 14 days after delivery (right of withdrawal). The term starts from the moment the (complete) order is received by the consumer.
3. If the buyer choose a more expensive delivery option, the extra costs for this will not be repaid. The shipping costs must be paid prior to delivery.
4. There is no right of withdrawal if the products are made to measure according to their specifications or are only kept for a short period.

5. The right of withdrawal does not apply to customers who have been able to view the product in advance.
6. The buyer can use a seller's withdrawal form. The seller is obliged to make this available to the buyer immediately after the buyer's request.
7. During the reflection period, the buyer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the unused and undamaged product with all accessories and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.

#### **Article 6: Modification of the agreement**

1. If it becomes apparent during the execution of the agreement that it is necessary for the proper performance of the assignment to change or supplement the work to be performed, the parties will timely and in mutual consultation adjust the agreement accordingly.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be influenced as a result. The seller will inform the buyer as soon as possible.
3. If the change or addition to the agreement has financial and / or qualitative consequences, the vendor will inform the buyer of this in writing in advance.
4. If the parties have agreed on a fixed price, the seller will indicate to what extent the change or supplement to the agreement will result in an exceeding of this price.
5. Contrary to the provisions of the third paragraph of this article, the seller cannot charge any additional costs if the change or supplement is the result of circumstances that can be attributed to him.

#### **Article 7: Delivery and risk transfer**

1. Once the purchased goods have been received by the buyer, the risk passes from seller to buyer.

#### **Article 8: Research, complain**

1. The buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within as short a time as possible. In doing so, the buyer should investigate whether the quality and quantity of the delivered goods correspond with what the parties have agreed, at least that quality and quantity meet the requirements that apply to normal (commercial) traffic.
2. Complaints regarding damage, shortages or loss of delivered goods must be submitted in writing to the seller within 10 working days after the day of delivery of the goods by the buyer.
3. If the complaint is well-founded within the set term, the seller has the right to either repair or to deliver again, or to abandon delivery and send the buyer a credit note for that part of the purchase price.
4. Minor and / or customary deviations and differences in quality, quantity, size or finish can not be invoked against seller.
5. Complaints relating to a certain product have no influence on other products or parts belonging to the same agreement.
6. No complaints will be accepted after processing the goods at the buyer.

#### **Article 9: Samples and models**

1. If a sample or model has been shown or provided to the buyer, then it is presumed to have been provided only as an indication without the item to be delivered having to comply with it. This is different if the parties have explicitly agreed that the item to be delivered will be the same.

2. In the case of agreements relating to immovable property, the indication of the surface or other dimensions and indications shall also be presumed to be intended as an indication only, without the goods to be delivered having to be answered.

#### **Article 10: Delivery**

1. Delivery is made 'ex works / store / warehouse'. This means that all costs are for buyer.
2. The buyer is obliged to take delivery of the goods when the seller delivers them or has them delivered to him, or at the moment at which these items are made available to him according to the agreement.
3. If the buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the seller is entitled to store the goods at the expense and risk of the buyer.
4. If the goods are delivered, the seller is entitled to charge any delivery costs.
5. If the seller requires information from the buyer for the execution of the agreement, the delivery period commences after the buyer has made this information available to the seller.
6. A delivery period stated by the seller is indicative. This is never a fatal deadline. If the term is exceeded, the buyer must give notice of default to the seller in writing.
7. The Seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or if the delivery does not have an independent value. The seller is, upon delivery in parts, entitled to invoice these parts separately.

#### **Article 11: Force majeure**

1. If the seller cannot, not timely or not adequately fulfill his obligations under the agreement due to force majeure, then he is not liable for damage suffered by the buyer.
2. Force majeure in any case means any circumstance with which the seller could not take into account at the time of the agreement and as a result of which the normal execution of the agreement cannot reasonably be demanded by the buyer, such as, for example, illness, war or war danger, civil war and revolt, molestation, sabotage, terrorism, power failure, flooding, earthquake, fire, occupation, strikes, workforce exclusion, altered government measures, transport problems, and other failures in the seller's business.
3. Furthermore, the parties under force majeure understand the circumstance that subcontractors of which the seller is dependent for the implementation of the agreement, do not fulfill the contractual obligations towards the seller, unless this can be blamed on the seller.
4. If a situation as referred to above arises as a result of which the seller cannot fulfill its obligations towards the buyer, these obligations will be suspended as long as the seller cannot meet his obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the agreement in writing in whole or in part.
5. In case the force majeure lasts longer than three months, the buyer has the right to dissolve the agreement with immediate effect. Dissolution can only be done by a registered letter.

#### **Article 12: Transfer of rights**

1. Rights of a party to this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

**Article 13: Retention of title and right of retention**

1. The goods and items and items delivered at the seller remain the property of the seller until the buyer has paid the entire agreed price. Until then, the seller can invoke his retention of title and take back the goods.
2. If the agreed advance amounts are not paid or not paid on time, the seller has the right to suspend the work until the agreed part has been paid. There is then a creditor's default. A delayed delivery can in that case not be charged to the seller.
3. The Seller is not authorized to pledge the goods falling under his retention of title or encumber them in any other way.
4. The seller undertakes to insure the goods delivered to the buyer under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy available for inspection on first request.
5. If items have not yet been delivered, but the agreed prepayment or price has not been paid in accordance with the agreement, the seller has the right of retention. The case will then not be delivered until the buyer has paid in full and in accordance with the agreement.
6. In the event of liquidation, insolvency or suspension of payment of the buyer, the obligations of the buyer are immediately due and payable.

**Article 14: Liability**

1. Any liability for damage arising from or connected with the execution of an agreement is always limited to the amount that is paid by the closed liability insurance (s) in the relevant case. This amount is increased by the amount of the deductible according to the relevant policy.
2. The seller's liability for damage resulting from intent or willful recklessness on the part of the seller or his managerial subordinates is not excluded.

**Article 15: Complaint obligation**

1. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the buyer has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the buyer can expect a more detailed answer.
3. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its option or the products delivered, replace it free of charge.
4. The consumer must give the entrepreneur at least 4 weeks' time to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute resolution.
5. There are costs associated with submitting a dispute to this disputes committee that must be paid by the consumer to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

**Article 16: Guarantees**

1. Not applicable.

**Article 17: Applicable law**

1. Dutch law is exclusively applicable to this agreement between seller and buyer. The Dutch judge is qualified.
2. The applicability of the Vienna Sales Convention is excluded.
3. If one or more provisions of these general terms and conditions are regarded as unreasonably onerous in legal proceedings, the remaining provisions will remain in full force.

**Article 18: Forum selection**

1. All disputes arising from this agreement are exclusively submitted to the competent court of the District Court: "*Rechtbank Oost-Brabant*".

**Appendix I: Model form for right of withdrawal**

**(only fill in and return in case you want to use your right of withdrawal of the agreement)**

**To:**

**Berg Precision Publishing**

**5582 ED Waalre**

**info@bergprecisionpublishing.nl**

**06-4846 7119**

— I announce that I want to withdraw the agreement regarding the sale of the following good(s):

— Ordered on (DD-MM-YYYY) :

— Order nummer (your postcode + house nr):

— Recieved on (DD-MM-YYYY):

— Name buyer:

— Adress buyer:

— IBAN Bank account number:

— Signature of buyer (only if send in on paper):

— Date (DD-MM-YYYY):