

General Terms and Conditions of Business for Traders

“Publisher” is Eagle Publishing.

1. Orders

Orders shall be accepted by the Publisher by submitting an invoice or providing a confirmation of the order. By taking delivery of the consignment, the Buyer consents to the terms and conditions of sale and payment. No other terms can be accepted by the Publisher. This also applies if the Publisher does not expressly object to any such terms. The order may also be accepted by dispatching the goods.

2. Delivery

Books and other products supplied by the Publisher shall only be delivered on firm account and at the cost and risk of the Buyer from the place of consignment determined by the Publisher.

Any other agreements shall only be valid if confirmed by the Publisher in writing.

The Publisher reserves the right to require advance payment before delivering goods. Delivery dates shall only be binding if confirmed by the Publisher in writing.

3. Transport risk

All consignments shall be made at the Buyer's risk from the moment of dispatch, even if the goods are destroyed or damaged accidentally or by force majeure. The Publisher shall not replace any consignments lost or damaged during transport. In order to safeguard his or her interests, the Buyer must therefore report any damage to the relevant postal authority, forwarding agent or railway company body within the time limits specified by these bodies.

4. Agreement on conformance with quality description without a guarantee

4.1. The Publisher guarantees that, at the time the risk passes to the Buyer, the article of sale conforms to the quality description; this is determined solely on the basis of the specific agreements made by and between the parties concerning the nature, characteristics and quality features of the goods.

4.2. It is not the Publisher's intention - nor is the agreement made by the parties so designed - to give the Buyer a guarantee concerning the nature of the article of sale above and beyond the agreement on conformance with the quality description made in sec. 4.1.

5. Warranty, duty to examine goods

5.1. Any rights of warranty on the part of the Buyer presuppose that he or she examines the article of sale after delivery and informs the Publisher of any defects in writing without delay, no later than two weeks after delivery; the Publisher must be notified of any hidden defects without delay after such defects have been discovered.

5.2. Defects in part of the delivered articles of sale shall not entitle the Buyer to cancel the agreement unless a part delivery is of no interest to the Buyer. The same applies to the Buyer's right to claim damages instead of the entire delivery.

5.3. The Publisher shall rectify any defects covered by guarantee at its own option by either rectifying the defect or providing replacement goods at no cost to the Buyer.

5.4. In the event that the Publisher seriously and definitely refuses to perform the agreement or that rectification of the defect or provision of a replacement is unsuccessful, or if the Buyer cannot reasonably be expected to accept it or if the Publisher refuses to do so on account of unreasonable costs the Buyer shall be entitled at his or her own option in accordance with the legal provisions to terminate the agreement, reduce the purchase price or claim compensation for damages (or, if appropriate, reimbursement of expenditure).

5.5. The limitation period for guarantee claims relating to the article of sale shall be 12 months from the time of delivery to the Buyer.

6. Compensation for damages and limitation of liability

6.1. The Publisher shall be liable to pay compensation for damages pursuant to the legal provisions except where sec. 6.2 provides otherwise.

6.2. By way of exception, the Publisher shall be liable:

- a) for ordinary negligence causing the violation of essential duties arising from the relationship under the law of obligation, up to a maximum amount foreseeable for this kind of contract; otherwise
- b) not at all for ordinary negligence causing the violation of non-essential duties arising from the relationship under the law of obligations.

6.3. This shall apply to all claims for compensation, for whatever legal cause, particularly to liability for torts.

6.4. The Buyer shall be obliged to take appropriate measures to avoid or reduce damage.

7. Reservation of title

7.1. The Publisher reserves the title to deliveries made by the Publisher. The delivered goods shall remain the property of the Publisher until all existing principal and subsidiary claims arising from past and future deliveries have been settled.

7.2. If the Buyer resells the goods, the Buyer shall reserve his or her conditional title to the goods to which title is reserved vis-à-vis his or her customers until said customers have paid the purchase price in full.

7.3. By way of security, the Buyer hereby assigns to the Publisher all of his or her claims from the resale of the goods to which title is reserved. The Publisher accepts this assignment.

7.4. In the event that the Buyer includes the claims arising from the resale of the goods to which title is reserved in a current account relationship with a third party, the periodic balance acknowledged in each case after the balancing of accounts of the individual current account claims shall be deemed to have been assigned to the Publisher. The same applies to the final balance upon termination of the current account relationship if the periodic balance is transferred to the current account.

The Publisher also hereby accepts this assignment.

In the event that claims on the part of the Publisher are included in an existing current account relationship with the Buyer, the agreed reservation of title shall be deemed as security for the balance due to the Publisher.

The Buyer is obliged to notify the Publisher without delay if the goods to which title is reserved or the claims resulting from the resale of the goods are transferred to a third party. At the Publisher's request, the Buyer shall notify the Publisher of the debtors of the assigned claims, the exact amount due and the date upon which the claims arose.

The Publisher shall be entitled to disclose the assignments and to collect the claims itself. After full payment of all of the Publisher's claims arising from business dealings with the Buyer, the goods to which title is reserved shall automatically become the property of the Buyer

8. Prices

8.1. All orders shall be processed at the prices valid at the time the order was received by the Publisher.

8.2. The Buyer undertakes to comply with all prices fixed by the Publisher for fixed-price publications. Dealers shall obtain the due undertaking from their customers. In the event of any violation, the Publisher shall be entitled to discontinue deliveries. If the Publisher has reason to doubt that the fixed retail prices are not being complied with, it shall be entitled not to accept the order and to refrain from delivering goods.

8.3. The Publisher's CD-ROMs are not subject to fixed prices. Non-binding recommended prices are given for such goods. The prices stated on the invoice are binding. In the event that the Publisher has given notice of changes in price before receipt of the order, the new prices shall apply.

8.4. Dispatch costs shall be charged separately.

9. Payment

Payment is due upon receipt of the invoice unless any other agreement has been made. Payments made in foreign currencies shall be accepted at the current rate of exchange. No discounts shall be granted for payment in cash.

Cheques shall only be accepted on account of payment. Payments shall not be deemed to have been made until the amount on the cheque has been unconditionally credited to the Publisher's account. Bank charges and fees shall be paid directly by the Buyer.

10. Default in payment

In the event of default in payment, all further amounts due to the Publisher at the time such default begins shall be due immediately. The Publisher shall be entitled to cancel the agreement if the Buyer is in default of payment.

The Publisher may charge default interest at the statutory rate on the total amount due from the date the default begins. This shall not affect the right to claim any further compensation for damages caused by default.

The Publisher shall be entitled to exclude defaulting buyers from further deliveries and to cancel any existing business relations for reasons considered important by the Publisher.

11. Right to return goods

The Buyer shall only be entitled to return books. Return consignments shall not be accepted without the Publisher's written consent. The Buyer shall bear all costs and the risk of the return consignment. The Publisher reserves the right to charge an appropriate processing fee for any return consignments.

12. Place of performance and place of jurisdiction

The place of performance for all payment obligations on the part of the Buyer shall be Utrecht. The place of jurisdiction for both parties shall be the competent lower court of first instance at the Publisher's main place of business or the higher court of first instance in Amsterdam.