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Article 1: Definitions
The following definitions shall apply to the present delivery terms and conditions:

a. Principal: the natural or legal person who has given the supplier an order for the production or delivery of goods or the performance of services.
b. Supplier: the natural or legal person who has accepted the order referred to under a. or who has made an offer or quotation preceding a possible order.
c. Data carriers: magnetic tapes and discs, optical discs and any other means of recording, processing, forwarding, transmitting, multiplying or publishing texts, pictures, dates, drawings or models.
d. Supplier's offer: the estimate or similar information, whether or not designated as such, which the supplier shall subsequently still perform the contract within a reasonable term.

Article 2: General
1. These general terms and conditions shall be applicable to the formation and the contents of and the compliance with all contracts entered into between the principal and the supplier.
2. General (buying) terms and conditions of the principal shall solely apply to the extent that they have been expressly agreed in writing that such terms and conditions shall be applicable to the contract between the parties to the exclusion of the present delivery terms and conditions.

Article 3: Offers, quotations
The mere submission of a quotation, estimate, preproduction estimate or similar information, whether or not designated as an offer, shall not entail an obligation on the part of the supplier to enter into a contract with the principal.

2. Any offers made by the supplier shall always be without engagement and can solely be accepted without any deviations. An offer shall in any case be deemed to have been rejected if it has not been accepted within a month. An offer shall only be deemed to make a proposal made by the supplier to enter into a contract which is defined in such a manner as to require the contract immediately upon acceptance of the proposal concerned.

Article 4: Cancellation
1. The principal shall be entitled to cancel a contract prior to the execution thereof by the supplier provided that he indemnifies the supplier in respect of all losses incurred by the latter as a result. Such losses shall include any losses as well as loss of profit incurred by the supplier and shall in any case include any losses incurred by the supplier preparatory to the execution of the contract, including those of reserved production capacity, purchased materials, services commissioned by third parties and storage costs.
2. Cancellation of contracts for the production of periodic publications as referred to in paragraphs 2 and 3 of article 14 shall not be possible.

Artikel 5: Price
1. All prices stated shall be exclusive of Value Added Tax (VAT).
2. The prices stated by the supplier in respect of the prestation to be delivered by the latter shall solely apply to the extent that the supplier shall be not obliged to supply part of the total prestation at the amount stated in respect of this part of the offer or at a proportionate part thereof.
4. If no price has been agreed upon between the parties or if only a price by way of estimate was given or if the agreed price may be changed in pursuance of these general terms and conditions, the price in the price shall be determined at an amount which is considered to be a fair price in the printing trade.

Artikel 6: Price changes
1. The supplier shall be entitled to increase the agreed prices should one or several of the following circumstances occur after the conclusion of the contract: rise in the costs or prices of raw materials, semi-finished products or services required for executing the contract, rise in the cost of incoming, wages, employers' contributions to social insurances, or costs of other employment conditions, introduction of new and the increase in existing government levies on raw materials, energy or residues, substantial changes in currency rates or, generally speaking, other circumstances that are comparable with the above.
2. Extra larger texts, unclear text copies, indirect pictures, drawings or models, faulty data carriers, faulty computer software or data storage, method of delivery of materials or products to be supplied by the principal and all similar deliveries by the principal entailing more work or costs for the supplier than could reasonably have been expected at the time of entering into the contract shall constitute grounds for increasing the agreed price. Any exceptional or reasonably unforeseeable processing problems resulting from the nature of the materials and products to be processed shall also constitute grounds for increasing the agreed price.
3. The supplier shall be entitled to increase the agreed price or be obliged to reduce the price if the principal makes any changes in the originally agreed specifications, including author's corrections or changed instructions after the receipt of working drawings, models and typesetting, printing and other proofs. The supplier shall cooperate within reasonable limits to implement such changes, provided that the contents of the prestation to be performed by him does not essentially deviate from the originally agreed prestation.

Artikel 7: Payment term
1. Unless otherwise agreed, the principal shall pay the price and the remaining amounts due pursuant to the contract within 30 days from the invoice date, without being able to invoke any discount or other form of payment in such an amount as to make a proposal made by the supplier to enter into a contract which is defined in such a manner as to require the contract immediately upon acceptance of the offer concerned.
2. The principal shall be in default without notice of default having to be given in case of the payment of the amounts to be paid to the supplier pursuant to the offer, the supplier's first demand. The security provided shall be such that the claim together with any interest and costs due in respect thereof shall be adequately covered and that the supplier may have recourse to same without any problem. Any security that has subsequently become inadequate shall be supplemented up to an adequate security on the supplier's first demand.
4. If the principal is in default referred to in paragraph 1 of this article, he shall, owing to late payment of the amount due by the principal, be liable to pay interest and costs. If no interest is applicable, the statutory interest on this amount from the invoice date until the date of payment, which shall not exceed one-twelfth of this amount due per month or portion thereof, shall be adequate.
5. In the event of late payment as referred to in paragraph 1 of this article, the supplier shall be entitled to suspend the contract in addition to the amount due and the interest due in respect thereof, be obliged to pay in full both the claim and all additional claims, including the costs of lawyers, process-servers and collecting agencies. The extra larger texts, unclear text copies, indirect pictures, drawings or models, faulty data carriers, faulty computer software or data storage, method of delivery of materials or products to be supplied by the principal and all similar deliveries by the principal entailing more work or costs for the supplier than could reasonably have been expected at the time of entering into the contract shall constitute grounds for increasing the agreed price. Any exceptional or reasonably unforeseeable processing problems resulting from the nature of the materials and products to be processed shall also constitute grounds for increasing the agreed price.
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Artikel 8: Delivery method; reservation of ownership
1. Unless otherwise agreed, delivery shall take place at the place where the order is placed.
2. The supplier shall not be obliged to deliver the goods produced in the delivery term if the goods to be delivered by the supplier pursuant to the contract. The principal shall, without having been summoned,
third parties, unless the principal has the observations contained in the first paragraph of this article.

Article 11: Contents of and changes in contracts
The supplier shall be bound in the contract with the principal with regard to the contents and implementations of the contract if the contract is understood to mean a contract in which the supplier failed to receive or failed to receive correctly, timely or completely specific or other communications that were made available to the supplier within the scope of the contract which purpose or that were transmitted while using any technical means such as the telephone, fax and similar transmission media.

Article 12: Typsettings proofs, printing proofs and other proofs
1. The principal may be obliged to carefully examine any typsettings proofs, printing proofs or other proofs received by him in time. Disregarding his inspection of the fact whether such proofs were received at the principal’s request, the supplier shall immediately inform the principal within a short time after correction or approval.
2. The supplier’s approval of such proofs shall be considered to constitute recognition of the fact that the supplier has correctly carried out the work preceding the proofs. The proofs shall be understood to comprise deviations, errors and faults that remained unnoticed in the proofs that were returned by the principal.
3. Each proof produced at the principal’s request shall be checked subsequently by the principal, unless he has expressly agreed that the costs of such proofs are included in the price.

Article 13: Deviations
1. Deviations from the contract, on the one hand, the work supplied and, on the other hand, the original design, drawing, copy, manuscript or model and the printing proofs, typsettings proofs or other proofs respectively, cannot constitute a ground for the refusal to perform the contract, except to the extent of the deviations allowed under the tolerance standards set forth in the present article.
2. The supplier shall not be obliged to hand over the things referred to in paragraph 1 if the principal has agreed with the supplier to deliver in excess or short of the number agreed.

Article 14: Contracts for an indefinite period of time; periodic publications
1. A contract for the production of periodicals shall be deemed to be concluded for an indefinite period of time and can only be terminated by giving notice within the period or period of notice, unless the contrary has been expressly agreed in writing between the supplier and the principal in the contract. In such a case it forms a period appearing four times a year or more and 6 months months.
2. A periodical within the meaning of paragraph 1 of this article shall be understood to mean a publication which is appearing on a regular basis.
3. Production within the meaning of paragraph 1 of this article shall be understood to mean the production of semimanufactured products or auxiliaries such as separate quires, lithographs, films, labels, carriers or parts thereof, which are connected with the finishing and distribution of the publication.
4. A contract not for production may only be terminated by means of a letter sent by registered mail or a letter with confirmation of receipt.
5. The provisions of this article may only be deviated from by means of a written contract.

Article 15: Copyright, etc.
The supplier shall inform the principal that the performance of the contract in and particular the reproduction or production under the contract such as copy, manuscripts, types, models, drawings, photographs, lithographs, films, data carriers, computer data, data files etc. may infringe any rights that third parties may have under the Copyright Act 1912 (‘Auteurswet 1912’) or other national or international laws or regulations in the area of copyright law, industrial ownership law or the law of torts (delict). The supplier shall, with respect to the third parties mentioned under the Copyright Act 1912 (‘Auteurswet 1912’) or other national or international laws or regulations in the area of copyright law, industrial ownership law or the law of torts (delict), regarding copy, manuscripts, types, models, drawings, photographs, lithographs, films, data carriers, computer data, data files etc., take all reasonable steps that are not impossible to take for the protection of the third parties mentioned under the Copyright Act 1912 (‘Auteurswet 1912’) or other national or international laws or regulations in the area of copyright law, industrial ownership law or the law of torts (delict), without the supplier guaranteeing their suitability for repeated use.
5. If the supplier is held liable by a third party for any damage, for the activities mentioned under paragraphs 1 and 2, the supplier shall hold him harmless and return the supplier in full for all the latter has to pay to such third party.

Article 21: Governing law
The contract between the supplier and the principal shall be governed by Dutch law. In the event of any disputes on the interpretation of any of the provisions of these terms and conditions, or of any of the provisions included in contracts to which these terms and conditions apply, the Dutch text shall be conclusive.

Article 19: Force majeure
1. Failure in the performance of the contract on the part of the supplier cannot be imputed to the supplier if the latter cannot be blamed for such a failure or if such a failure is not for his account under the law or under the conditions of the contract in the opinion of the supplier.
2. Failure on the part of the supplier in the performance of the contract which is the result of war, mobilisation, riots, disturbances, flooding, blocked shipping, other blocking of transport, stagflation, or restriction of termination supplies by public utility companies, shortage of gas, petroleum products or other means for the purposes of energy, fire, breakdown of machinery and other accidents, strikes, lock-outs, actions by the trade unions, export restrictions, other government measures, non-delivery of necessary materials and semi-manufactured products, intent or gross negligence on the part of persons whose services are used and other similar circumstances shall be deemed to be circumstances which cannot be imputed to the supplier. The supplier shall not give the principal the right to set aside the contract or the right to damages.