

GENERAL TERMS AND CONDITIONS NBD BIBLION SERVICES B.V.

30 August 2019

A GENERAL PROVISIONS

This section always applies.

Article 1 Definitions

NBD Biblion: the private company NBD Biblion Services B.V., with its registered office in Zoetermeer.

Customer: the natural person or legal entity that has concluded an agreement with NBD Biblion, either directly or through intermediate suppliers or through a shipping and debt collection company engaged by NBD Biblion, for the delivery of Products and/or the provision of Services, such in the broadest sense of the word.

General Terms and Conditions: the general delivery conditions, consisting of sections A and D, which may be changed by NBD Biblion from time to time.

Certificate: the electronic confirmation from the certificate service provider that links the data for verifying a signature to the Customer and confirms the identity of the natural person or legal entity;

Certificate service provider: the natural person or legal entity that issues Certificates in connection with Electronic Signatures;

Service: a service to be provided by NBD Biblion to Customer pursuant to the Agreement, including but not limited to printing on demand.

Electronic signature: electronic data that are attached to or logically associated with electronic data and that are used as a means for authentication;

NBD Biblion Server: the technical infrastructure operated by NBD Biblion for, among other things, the access to some of its Products, the placing of orders, the provision of some of its Services;

Product: a good to be delivered by NBD Biblion to Customer pursuant to the Agreement, consisting of, among other things, physical and digital products (such as books, DVDs, CD-ROMs, magazines, data, databases, audio-visual media and journals), promotional products and machines.

Access Code: the code that allows the Customer to gain access to the NBD Biblion Server and, where applicable, to the other Services of NBD Biblion.

Access Software: the computer programmes that are used in the functioning of the digital Products and that allow the Customer to gain access to information from the digital Products.

Agreement: an agreement, including changes and/or supplements thereto, for the delivery of Products and/or the provision of Services by NBD Biblion to the Customer.

The terms defined here can be used in singular and plural form. **For the sake of readability, the pronouns used in relation to the Customer are always "it" and "its", even though the Customer can be a natural person.**

Article 2 Applicability General Terms and Conditions

1. The General Terms and Conditions apply to all offers and Agreements of NBD Biblion.
2. General (purchase) conditions of the Customer will not apply to the Agreement, unless with the written consent of NBD Biblion. The provisions of these General Terms and Conditions can be derogated from only with the prior written consent of NBD Biblion.
3. NBD Biblion has the right to change these General Terms and Conditions. Changes will also apply to agreements already concluded. NBD Biblion will announce such changes in a timely manner, in the manner chosen by it and stating the effective date of the change.

Article 3 Agreement

1. All offers, quotations, communications and statements of NBD Biblion are without any obligation and subject to availability.
2. The agreement between NBD Biblion and the Customer is formed by the written (order) confirmation of NBD Biblion or by the actual execution of an order by NBD Biblion. The Customer accepts these general terms and conditions by its written or oral order.
3. NBD Biblion may prescribe the use of particular (online) order forms for placing an order. Oral promises or agreements with subordinates of NBD Biblion do not bind it.
4. If the Customer is a legal entity, NBD Biblion may require that it submits a recent extract from the registration in the trade register of the Chamber of Commerce. The Agreement shall be signed by an authorized representative of the legal entity.

Article 4 Prices and fees

1. The sale, delivery and making available of Products and/or Services take place at the fees used by NBD Biblion at the moment of conclusion of the agreement (inter alia described in the price list).
2. NBD Biblion reserves the right to change the prices and fees. Changed prices and fees apply from the moment they are introduced.
3. In so far as not stated otherwise in the Agreement, the aforementioned amounts, prices and/or fees are excluding taxes and levies. NBD Biblion is entitled to pass on any change in the VAT rate to the Customer.

Article 5 Payment

1. Payment shall be made within fourteen days after the invoice date in the manner specified by NBD Biblion and in the currency stated in the invoice. NBD Biblion may require that payment of (periodic) fees is effected by means of direct debit.
2. If the Customer believes it has any claims against NBD Biblion in respect of the performance of the Agreement or otherwise, the Customer will not be entitled to any set-off and this will not release it from its payment obligations.
3. If the Customer has not paid in a timely manner, it will be warned by NBD Biblion to still proceed to payment within the period set in the warning. If the Customer also fails to pay within this set period, it will be in default by operation of law without further notice being required. The Customer will then owe the statutory interest from the moment of default until the day of full payment, for the calculation of which a part of a month will be counted as a whole month.
4. All reasonably incurred judicial and extrajudicial costs, including costs of legal assistance, resulting from the Customer's non-compliance or late or incomplete compliance with its payment obligations, amount to fifteen percent of the principal sum, with a minimum of €40, and are charged to the Customer.
5. In the event of non-payment or late payment by the Customer or non-compliance or improper compliance with any obligation resting on the Customer, NBD Biblion will be entitled to terminate the agreement out of court and cease further deliveries, the carrying out of work and/or the provision of services, without prejudice to NBD Biblion's right to claim performance or compensation for the damage suffered as a result of the termination of the agreement against the Customer.

Article 6 Delivery

1. All delivery periods stated by NBD Biblion or agreed between the parties have been set to the best of knowledge on the basis of the information available to NBD Biblion when entering into the Agreement, and will as much as possible be observed.
2. NBD Biblion is in no way bound to (delivery) periods that can no longer be observed due to circumstances that have occurred after commencement of the Agreement. If any

(delivery) period threatens to be exceeded, NBD Biblion will notify the Customer as quickly as possible. The mere exceeding of a delivery period will not constitute an attributable failure of NBD Biblion and never lead to any liability for compensation.

3. Unless the parties have agreed otherwise in writing, the dispatch and transport costs will be charged to the Customer.
4. The goods delivered by NBD Biblion shall be inspected immediately after delivery.

Article 7 Access NBD Biblion Infrastructure

1. Where applicable, the Customer is given access to the NBD Biblion Server, if the Customer can prove its identity by means of the Certificate in combination with the Access Code and the IP address.
2. The Access Code provided to the Customer:
 - is strictly confidential;
 - is non-transferable;
 - serves as proof of access to purchased Products on the NBD Biblion Server and has a period of validity of up to one (1) year;
 - can be revoked unconditionally by NBD Biblion in the event of abuse or a justified suspicion of abuse.
3. The Customer shall take measures to prevent that unauthorized persons can take note of the Access Codes provided to the Customer. If NBD Biblion finds or reasonably suspects that unauthorized third parties make use or can make use of the Access Codes, or if the Customer notifies NBD Biblion of such use by telephone, in writing or in any other way, NBD Biblion will immediately block the access to the Products by means of the relevant Access Codes. NBD Biblion will notify the Customer as quickly as possible of the unauthorized use and the blocking. If it is established that the unauthorized use is not attributable to the Customer, NBD Biblion will provide the Customer with replacement Access Codes as quickly after the blocking as reasonably possible.
4. If the unauthorized use of the Access Codes is attributable to the Customer, the Customer shall reimburse the costs associated with the blocking and the replacement as well as compensate any damage resulting from this. NBD Biblion will then also be authorized to terminate the agreement with immediate effect by written notice.
5. The Customer shall refrain from hindering other customers or internet users and/or causing damage to the NBD Biblion Server or other computer systems. The Customer is prohibited from starting processes or programmes, through the system or otherwise, of which the Customer knows or can reasonably suspect that they will hinder or cause damage to NBD Biblion, other customers and/or other internet users. The Customer is only allowed to start processes or programmes that belong to the functionality of the Access Software, if there is a direct connection with the NBD Biblion Server that is permitted by NBD Biblion.
6. The Customer is aware that the Access Software that is made available, contains confidential information and trade secrets of NBD Biblion or third parties. The Customer undertakes to keep this information confidential, not to disclose it to third parties, not to operate it for commercial purposes and to use it only for the purpose for which it was made available to it.

Article 8 Issue Certificate

1. The Customer guarantees the accuracy of all data prescribed for a Certificate that it shall provide for inclusion in the Certificate.
2. The Customer shall communicate a change in the data that it has provided for inclusion in the Certificate to NBD Biblion and the Certificate Service Provider, as quickly as possible and in any case within fourteen (14) days.
3. The Customer shall comply during the term with the conditions set by the Certificate Service Provider for the issue of Certificates. If the Customer fails to comply with the

conditions set by the Certificate Service Provider, NBD Biblion may suspend the access to the Products and the right to use the Access Software.

Article 9 Delivery and Security NBD Biblion Infrastructure

1. If the Access Software contains reproducible errors that significantly affect the access to the NBD Biblion Server, NBD Biblion will endeavour to repair these errors. An error means that the Access Software does not conform to the written specifications of NBD Biblion.
2. If the Customer makes use of its own automation and/or telecommunication facilities when using the Access Software, the Customer is responsible for making the right choice and the timely availability thereof. The Customer is responsible for the use and the application of the Access Software within its organization, as well as for monitoring and security procedures and adequate system management.
3. If data required for the performance of the agreement are not available to NBD Biblion, or not in a timely manner or not as agreed, or if the Customer fails to comply with its obligations in any other way, NBD Biblion will in any case be entitled to suspend the performance of the agreement and NBD Biblion will be entitled to charge the resulting costs on the basis of its usual fees.
4. NBD Biblion is at all times entitled to make changes in the login procedures, in the account and in its e-mail and internet addresses, without this giving the Customer any right to compensation against NBD Biblion. NBD Biblion will in such cases inform the Customer in advance of the changes.
5. NBD Biblion is entitled to discontinue the system on which the Data are made available (temporarily) , or restrict its use, without prior notice, in so far as this is required for reasonably necessary maintenance, limitation of damage or necessary adjustments to or improvements in the system to be made by NBD Biblion, without giving the Customer any right to compensation against NBD Biblion.

Article 10 Complaints and returns

1. The Customer shall communicate any complaint about the Products delivered and/or the Services provided to NBD Biblion within ten business days after the invoice date or after the performance of the Services has started, in writing and clearly describing the complaint. In the absence of such a communication, any claim against NBD Biblion in respect of defects in the Products delivered or the Services provided lapses.
2. Unless otherwise has been agreed with NBD Biblion, the Customer is only entitled to return Products to NBD Biblion, if other Products than ordered have been delivered to the Customer.
3. The Customer is obliged to return the Products in proper packaging, stating the reason for the return in writing. After receipt of the return, NBD Biblion will, if it considers the return well-founded, still deliver as quickly as possible the Products ordered by the Customer. If the wrongly delivered Products were not based on any order of the Customer, these returned Products will be credited in full.

Article 11 Support and use

1. At the request of the Customer, NBD Biblion can arrange for a one-off general user instruction. The exact date for this is to be agreed.
2. The Customer can ask NBD Biblion questions about the Products and/or Services via the usual channels, including mobile phone, e-mail and chat. Questions are handled during office hours on normal business days. Questions are handled in order of receipt. Questions are always answered as quickly as possible.

Article 12 Retention of title, ownership, passing of the risk

1. All Products delivered to the Customer remain the property of NBD Biblion until all amounts

that the Customer owes for the Products delivered pursuant to the Agreement have been fully paid to NBD Bibliion. Rights are always granted to the Customer or, where appropriate, transferred to the Customer, subject to the condition that the Customer pays the agreed fees in a timely manner and in full.

2. In the event of late payment by the Customer, NBD Bibliion will be authorized to repossess the Products for the account and risk of the Customer.
3. The risk in the Products passes to the Customer at the moment of receipt by the Customer.

Article 13 Intellectual property rights

1. All intellectual property rights, including copyrights, trademark rights, patents, neighbouring rights, database rights and/or other rights for the protection of performances, in and relating to the Products and/or Services, are vested exclusively in NBD Bibliion and/or its licensors. Also any intellectual property rights still to be filed, registered, requested and/or established in any other way by NBD Bibliion, are vested exclusively in NBD Bibliion.
2. Unless with the explicit consent of NBD Bibliion, the Customer is not allowed to reproduce (parts of) the Products and/or Services of NBD Bibliion, make them public or make them or their use in any way available to third parties (including, but not limited to, by lending, letting, leasing or selling them or giving them on loan).
3. The Customer shall immediately notify NBD Bibliion if any direct or indirect infringement of rights occurs, as referred to in paragraph 1 of this article, or if any claim is brought or any proceedings are instituted in relation to those rights. Without the written consent of NBD Bibliion, the Customer shall in no way, in or out of court, take action itself against such an infringement. If NBD Bibliion decides to take action against infringing third parties, in or out of court, the Customer shall render every assistance requested by NBD Bibliion.

Article 14 Right to Use Access Software Digital Products

1. Where applicable, NBD Bibliion grants a non-exclusive and non-transferable right to use the Access Software for the duration of the Agreement. The right to use the Access Software includes the normal use of the Access Software on the computer equipment at the address of the Customer in combination with the Database(s).
2. NBD Bibliion can at its own discretion make new versions of the Access Software available to the Customer. NBD Bibliion is only obliged to provide support for the most recent version of the Access Software.

Article 15 Liability

1. NBD Bibliion is not liable for damage that the Customer suffers as a result of failures in the performance of the Agreement, except if and in so far as this is derogated from in these General Terms and Conditions or in the Agreement.
2. NBD Bibliion is not liable for damage that the Customer suffers as a result of the use of the Products and/or Services, except if and in so far as this is derogated from in these General Terms and Conditions or in the Agreement. More in particular, NBD Bibliion, its authors and licensors accept no liability for damage, of whatever nature, that is the result of acts and/or decisions that are based on the content of the Products delivered or Services provided by it. Although NBD Bibliion exercises the greatest care with regard to the content of the Products delivered and Services provided, it cannot guarantee the accuracy and completeness thereof.
3. Under no circumstances will NBD Bibliion be liable to the Customer for any indirect damage, including but not limited to consequential damage, immaterial damage, operating loss and loss of profit.
4. An obligation of NBD Bibliion to pay compensation is in all cases limited to the amount of the fees paid by the Customer to NBD Bibliion during the three months preceding the damaging

event.

5. The limitation or exclusion of liability stipulated in this article does not apply in so far as damage is due to intent, gross negligence or wilful misconduct of NBD Biblion and/or its - subordinate and other - managers.
6. Damage that is eligible for compensation by NBD Biblion pursuant to the General Terms and Conditions or the Agreement shall be reported to NBD Biblion in writing, immediately but in any case within thirty days after the arising of the damage. Damage that has not been reported to NBD Biblion within this period is not eligible for compensation, unless the Customer makes plausible that it could not have reported the damage earlier.
7. The Customer is liable for all damage that NBD Biblion suffers as a result of an act or omission in breach of these General Terms and Conditions and the Agreement, including but not limited to damage to and/or loss of the goods, infringement of intellectual property rights and loss of fees.
8. The Customer shall indemnify NBD Biblion against claims from third parties in connection with the use or the inability to use the Products delivered and/or Services provided by NBD Biblion. This indemnification does not apply to damage and/or costs that are explicitly for the account of NBD Biblion pursuant to these General Terms and Conditions and the Agreement.

Article 16 Force Majeure

1. Force majeure means any failure in the performance of the agreement that cannot be attributed to NBD Biblion, because it is not NBD Biblion's fault, nor shall be attributed to NBD Biblion pursuant to the law, a legal act or generally accepted standards.
2. In the event of a temporary force majeure, including the situation that Products and/or Services ordered by the Customer are temporarily out of stock, NBD Biblion is entitled to extend the intended delivery period by the period during which the temporary force majeure continues. NBD Biblion will then notify the Customer in writing.
3. After receipt of the notification referred to in paragraph 2 of this article, the Customer will be entitled to unilaterally declare the agreement terminated, free of charge, if, as a result of the delay, the Customer cannot reasonably be required to still accept the goods.

Article 17 Duration and termination

1. The Agreement is entered into for the duration as agreed in the Agreement. If no duration is agreed, the Agreement is deemed entered into for a period of one year.
2. Unless otherwise agreed, the Agreement will on expiry be tacitly renewed, each time by a period of one year, on the then applicable conditions, whereby either party may at any time terminate the Agreement by giving three months' notice in writing towards the end of the relevant period of validity
3. NBD Biblion is authorized to terminate the Agreement in whole or in part by registered letter to the Customer, without prior judicial intervention being required and with immediate effect, if:
 - i. the Customer has applied for a suspension of payments or bankruptcy, or is granted a suspension of payments, or is declared bankrupt, or offers a composition;
 - ii. the Customer ceases its activities, its business is fully or partially shut down or liquidated, or it transfers or merges its business;
 - iii. the Customer fails to comply with its obligations under this Agreement, also after a written summons stating a reasonable period for compliance;
 - iv. the Customer is unable to comply or fails in the compliance with its obligations under this Agreement for a period of more than three months, due to force majeure, or as soon as it is certain that this situation will last more than three months.
 - v. NBD Biblion discontinues the publication of the relevant Product or the provision of the relevant Service.

Article 18 Consequences termination

1. Except in the event that the ownership of the Products has been transferred by NBD Biblion to the Customer, the Customer shall immediately after termination of the Agreement cease the use of the Products and/or Services and immediately return these, including all copies and back-ups, to NBD Biblion for its own account and risk. The Customer is always obliged to ensure that the Products are in the same state on return as they were on commencement of the Agreement. The Customer is obliged to render every assistance to any inspection carried out by or on behalf of NBD Biblion to verify whether all obligations described in the previous provision have been complied with.
2. By termination of the Agreement, all claims against the Customer become immediately due and payable. The Customer undertakes to pay all claims to NBD Biblion within seven days after the end of the Agreement.
3. NBD Biblion will never be liable to the Customer for any compensation or payment on account of the aforementioned termination of the Agreement, without prejudice to NBD Biblion's right to claim full compensation for non-compliance by the Customer with its obligations as referred to above, and without prejudice to NBD Biblion's other rights in this respect.
4. Obligations that by their nature are intended to remain in force after the end of the Agreement, remain in full force and continue to rest on the Customer and its legal successors after the expiry or termination of the Agreement or any further agreement arising from it.

Article 19 Provision of information and confidentiality

1. For the purpose of the performance of the Agreement, the Customer shall provide NBD Biblion in a timely manner with all the information and other materials that are needed for the delivery of the Products and/or the performance of the Services. The Customer guarantees the accuracy and completeness of the information and materials provided.
2. The Customer undertakes to treat all confidential information it has received or will receive from NBD Biblion within the framework of the Agreement, to which it has access or will have access, or about which NBD Biblion has informed it or will inform it, strictly confidentially and keep it secret and in no way disclose it and/or reproduce it. Confidential information includes in any case, but is not limited to, details of the Agreement, as well as all information, in whatever form provided or generated, about the methods, pricing models, procedures, systems, plans, (financial) figures, customers, documents, software and know-how of NBD Biblion, as well as all information of which the Customer should reasonably assume that it is confidential or secret.
3. The Customer shall impose the same confidentiality obligation regarding the confidential information described in this article on its employees and on third parties that carry out work for or on behalf of the Customer.
4. The Customer shall immediately notify NBD Biblion in writing of any non-compliance with the obligation in this article. The Customer will render every assistance to the taking of measures to uphold and defend the rights of NBD Biblion.

Article 20 Data protection

1. In so far as, within the framework of the delivery of its Products and the provision of its Services, NBD Biblion processes personal data within the meaning of the General Data Protection Regulation (GDPR), in the capacity of "processor" within the meaning of the GDPR, for the Customer as "controller" within the meaning of the GDPR, the parties will conclude a processing agreement. Such a processing agreement then forms an integral part of the Agreement.
2. Within the framework of the relationship with its Customer, NBD Biblion may process personal data of employees or other persons under the direct authority of the Customer.

This processing is described in the Privacy Statement of NBD Biblion, which is available on the website of NBD Biblion. The Customer shall ensure that the persons concerned are informed about this use.

Article 21 Transfer of the agreement

1. NBD Biblion is entitled to transfer its rights and/or obligations under the Agreement to legal successors, as a result of which transfer NBD Biblion will be discharged from its obligations to the Customer. On demand of NBD Biblion, the Customer shall render any assistance considered necessary to such a transfer.
2. The Customer is not not entitled to transfer its rights and/or obligations under the Agreement or the Agreement in whole or in part to a third party, or to dispose them in any other way of, , unless with the written consent of NBD Biblion.

Article 22 Miscellaneous

1. This Agreement is governed by Dutch law. All disputes arising between the parties from the formation, interpretation, performance or termination of this Agreement will be submitted to the competent court in The Hague.
2. NBD Biblion's failure to exercise any right or have recourse to any legal remedy does not constitute a waiver of such a right or legal remedy.
3. In the event of invalidity of one or more of the provisions of this Agreement, the other provisions remain in force. The parties will in that event act as much as possible in accordance with the intention of the parties, thus preserving, in so far as possible, the purport of this Agreement and the invalid provisions.

D Business on Demand

Article 1 Applicability

The provisions set out in this section D apply in addition to the general provisions (section A), if NBD Biblion states to in its offer and/or the Agreement. In the event of conflict between a provision of the general provisions and a provision of these special conditions, the latter prevail.

Article 2 Definitions

In these conditions, the following terms have the following meanings:

Machine: A machine and/or equipment to be developed, delivered and/or installed by NBD Biblion by order of the Customer.

Printing and Binding on Demand: The material to be printed and bound by NBD Biblion by order of the Customer.

Service Level Agreement: An agreement containing agreements on, among other things, quality requirements, price and maintenance of the goods delivered and/or the services provided.

Article 3 Quotations and offers

1. The Customer cannot derive any rights from advice and information it receives from NBD Biblion.
2. The issue of a quote, budget, cost estimate or similar statement, referred to as a quotation or by any other term, does not oblige NBD Biblion to conclude an agreement with the Customer.

Article 4 Prices and fees

1. The price of the Machine does not include, among other things:
 - i. the costs of groundwork, sinking piles, hacking, breaking, foundation work, brickwork, carpentry, plasterwork, paintwork, wallpapering, repairs or other construction work;
 - ii. the costs of connections to gas, water and electricity or other infrastructure;
 - iii. the costs of preventing or limiting damage to goods present on or near the Machine;
 - iv. the costs of disposing of materials, construction materials or waste;
 - v. travel and accommodation expenses;
 - vi. the costs of software, including but not limited to, interfaces with systems of third parties.
2. The price of Printing and Binding on Demand do not include, among other things:
 - i. the adjustments to files;
 - ii. the change of quality standards.

Article 5 Requirements assignment

1. The Customer is responsible for all information provided by it or on its behalf.
2. The Customer shall indemnify NBD Biblion against any claim of third parties with regard to:
 - i. the use of drawings, calculations, models, etc. provided by or on behalf of the Customer;
 - ii. the infringement of intellectual property rights of third parties, both in and out of court, with regard to the information and materials provided by it to NBD Biblion for reproducing.
3. The Customer shall ensure that all rights, permits, exemptions and other decisions necessary to carry out the work are obtained in a timely manner.
4. Further agreements on the assignment can be specified in a Service Level Agreement.

Article 6 Changes in the assignment

1. Changes in the assignment are always subject to consultation with NBD Biblion. Changes

- result in any case in more or less work if, but not only if:
- a. it concerns a change in design or specifications;
 - b. the information provided by the Customer does not correspond to the reality.
2. Additional work is charged on the basis of the value of the price-determining factors that apply at the moment when the additional work is carried out, which value is determined by NBD Biblion.
 3. Less work is settled on the basis of the value of the price-determining factors that apply at the moment when the agreement is concluded, which value is determined by NBD Biblion.

Article 7 Delivery periods

1. The delivery period stated by NBD Biblion or agreed between the parties commences when agreement has been reached on all technical details; all files, final drawings, etc. considered necessary by NBD Biblion are in the possession of NBD Biblion; the agreed instalment or other payment has been received; and the necessary conditions for performance of the assignment are fulfilled.
2. In the event of additional work, the delivery period is extended by the time needed to deliver or have delivered the materials and parts that are needed for the additional work plus the time needed to carry out the additional work. If the additional work does not fit into NBD Biblion's planning, the work will be completed as soon as the planning permits so.
3. If obligations are suspended by NBD Biblion, the delivery period is extended by the duration of the suspension. If continuation of the work does not fit into NBD Biblion's planning, the work will be completed as soon as the planning permits so.
4. NBD Biblion reserves the right to exceed the agreed delivery period at all times.
5. Exceeding the agreed delivery period will in any case not give rise to a right to compensation, unless this has been agreed in writing.

Article 8 Installation Machine

1. The Customer shall ensure that NBD Biblion can carry out its work undisturbed and at the agreed time and that it is provided with:
 - a. the necessary facilities during the work, such as gas, water and electricity;
 - b. heating;
 - c. lockable dry storage space;
 - d. facilities prescribed by Arbo and other working conditions laws and regulations.
2. The Customer is liable for any damage to tools, materials and other goods of NBD Biblion present at the location where the work is carried out, including damage in the form of loss, theft or fire.
3. If the Customer fails to comply with its obligations as described in the preceding paragraphs and thus causes a delay in the carrying out of the work, the work will be carried out as soon as NBD Biblion's planning permits so.
4. The personnel appointed by NBD Biblion to assemble the Machine is only authorized to assemble the materials delivered by NBD Biblion and/or the material that was included in the assignment. NBD Biblion is not responsible for the assembly, construction, linking, connecting etc. of materials, machines and/or other products not delivered by NBD Biblion.
5. If for reasons beyond the control of NBD Biblion, the assembly cannot be effected regularly and without interruptions, or is delayed in any other way, NBD Biblion will be entitled to charge the resulting extra cost to the Customer on the basis of the then applicable fees. Any unforeseen costs, in particular costs resulting from the fact that the assembly cannot take place during the day; travel and accommodation expenses that were not included in the price, are for the account of the Customer. The Customer is in addition liable for any damage that NBD Biblion suffers as a result of non-compliance with the obligations by the Customer as referred to in this article.

Article 9 Delivery Machine

1. NBD Biblion installs the Machine at the Customer's.
2. The Customer accepts the Machine by means of an acceptance form.
3. The goods are deemed to have been delivered if the Customer starts using the Machine. If the Customer starts using a part of the goods, then that part will be considered delivered.
4. If the Customer rejects the Products and/or Services, then it will be obliged to communicate this to NBD Biblion in writing, stating the reasons. The Customer shall in that case give NBD Biblion the opportunity to repair the defects in the Machine and deliver it anew. The provisions of this article then apply once again.

Article 10 Maintenance

1. Agreements on maintenance can be laid down in a Service Level Agreement or regulated with a quotation and/or subsequent calculation.

Article 11 Warranty

Printing and Binding on demand

1. NBD Biblion provides warranty on Printing and Binding on Demand for a period of one month, in so far as it concerns obvious manufacturing faults, misprints and/or binding defects.

Machine

2. NBD Biblion provides warranty on the Machines for a period of six months after delivery.
3. No warranty is given for defects resulting from:
 - a. normal wear;
 - b. improper use;
 - c. lack of maintenance or incorrect maintenance;
 - d. installation work, assembly work, changes or repairs carried out by others than NBD Biblion;
 - e. installation of the Machine in a place other than where it was installed at the time of delivery;
 - f. faults not attributable to NBD Biblion.
4. If it appears that the construction delivered or the materials or parts used are not sound, NBD Biblion will repair or replace it or them within the warranty period. The parts to be repaired at NBD Biblion or replaced by NBD Biblion shall be sent to NBD Biblion postage paid.
5. The Customer shall in all cases give NBD Biblion the opportunity to repair a defect or perform the processing again.
6. The Customer can only invoke a warranty after it has complied with all its obligations to NBD Biblion.

Article 12 Liability Machines

1. In addition to the liability provisions of Section A, the total liability of NBD Biblion is limited to compensation of direct damage up to the amount of the price stipulated for the relevant agreement (excluding VAT).
2. Direct damage means here:
 - a. the reasonable costs that the Customer would have to make to cause the performance of NBD Biblion to comply with the agreement, whereby such replacement damage shall not be compensated if the agreement is terminated by or at the request of the Customer;
 - b. the reasonable costs made to determine the cause and the extent of the damage, in so far as this determination relates to the direct damage referred to here and the Customer proves that they have led to limitation of the direct damage referred to

here.

3. NBD Biblion's liability for damage resulting from death or personal injury or for material damage to goods never exceeds € 1,000,000 (one million euros).

Article 13 Force Majeure

1. In addition to the provisions of Section A, article 16, it applies that NBD Biblion has the right to suspend compliance with its obligations if it is temporarily prevented from complying with its obligations by force majeure.
2. Force majeure includes, but is not limited to, risk of war, war, insurrection, acts of god, fire, loss or theft of tools, loss of materials to be processed, faults in traffic or transport, faults in (data) networks, strikes or work interruptions, import or trade restrictions, measures of governments, illness of personnel, non-compliance or late compliance with obligations by suppliers and/or subcontractors of NBD Biblion, machine faults and all other circumstances under which full or partial performance of the agreement by NBD Biblion cannot reasonably and fairly be required.