

## B (PREPARED) MEDIA

### Article 1 Applicability

The provisions set out in this section B apply in addition to the general provisions (section A), if NBD Biblion sells Prepared Media or related products and/or services to the Customer. 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 this section, terms are defined as follows:

**Services:** work carried out, such as standing order, shelf-ready linking (Plankklaar Koppelen), selection service, or any other service offered by NBD Biblion.

**Products:** (prepared) media, such as books and audio-visual media, related products, journals, sign-up subscriptions, or any other physical product offered by NBD Biblion.

**Prepared Media:** books, audio-visual media and related physical products - such as promotional materials - which have been made ready for lending by NBD Biblion for use by libraries and schools.

**Retail Price Maintenance (Books) Act:** The Act of 9 November 2004 containing rules on the fixed price of books, as amended. Hereinafter referred to as the "RPM Act".

**Retail Price Maintenance (Books) Decree:** The Decree of 3 May 2005, containing rules for the implementation of the provisions of the Retail Price Maintenance (Books) Act, as amended. Hereinafter referred to as the "RPM Decree".

### Article 3 Offers and Duration agreement

1. All offers and deliveries of Prepared Media by NBD Biblion are subject to the RPM Act and the RPM Decree.
2. The stated price indications are without any obligation. The ultimate invoicing is in principle based on fixed subsequent-calculation formulas. These formulas stipulate a ratio between the discounts off the fixed book prices that are granted by suppliers and the conditions that are offered by suppliers to NBD Biblion as a procurement organisation for public libraries. The subsequent-calculation formulas furthermore include the prices of preparation according to the price list applicable at the moment of delivery.
3. Subscriptions to magazines and newsletters are per calendar year, regardless of when they are taken out, and therefore always expire at the end of the calendar year.
  - i. Subscriptions to magazines and newsletters can be taken out at any time. Subscriptions that are taken out or are renewed on 1 January, are invoiced by NBD Biblion at the beginning of the calendar year for the full calendar. Subscriptions that are not taken out at the beginning of the calendar year, are invoiced within one month after delivery of the first issue, unless otherwise has been agreed, for the part of the calendar year remaining when the subscription is taken out.
  - ii. Any issues already published when the subscription is taken out can still be delivered and invoiced at the request of the Customer, in so far as available at the time of the request. The subscription fee payable by the Customer for such a backorder is in proportion to the part of the relevant calendar year that has already lapsed.
4. Sign-up subscriptions (for yearbooks) include the delivery of new publications, not yet published at the time when the subscription is taken out. NBD Biblion invoices the Customer for each published publication as quickly as possible after delivery. Sign-up subscriptions can be taken out at any time. Sign-up subscriptions can be cancelled at any time, provided that cancellation is not possible in the period of thirty days preceding the scheduled publication date of the publication to which the subscription relates.

### Article 4 Order

1. Orders can be placed in writing and by telephone. Written orders can be placed by sending an e-mail, completing an electronic order form and/or sending order lists, everything addressed to NBD Biblion.
2. The Customer has 24 hours to cancel a placed order. After these 24 hours, NBD Biblion will proceed to execution of the order, which can then no longer be cancelled.

### Article 5 Delivery

1. NBD Biblion is bound to the guidelines of the publisher of the relevant products regarding the availability of single issues of works or series, which are published in more than one binding.
2. Unless otherwise stated, Prepared Media can be included in the lending offer immediately. Where this is indicated by NBD Biblion, however, the Customer will be obliged to refrain from circulating the relevant titles until the specified publication date.

## **Article 6 Dispatch**

1. Dispatch is for the risk of the Customer.
2. Items are delivered postage paid by suppliers selected by NBD Biblion. If the Customer requests another means of dispatch, the costs of said dispatch are passed on to the Customer. The same applies to dispatches outside the Netherlands.

## **Article 7 Warranty**

1. Prepared books delivered by NBD Biblion that appear to be unsatisfactory due to clear manufacturing faults within one year after delivery, fall within the scope of the warranty. Wear or usage other than the intended use of the Prepared books, are excluded from this warranty. The warranty conditions can be found on the website [www.nbdbiblion.nl](http://www.nbdbiblion.nl).
2. The warranty period for the technical functioning and the preparation quality of audio-visual media is two months.
3. Errors for which NBD Biblion is not to blame, such as misprints, missing and/or blank pages, sections in the wrong order, etc., or technical defects in audio-visual media, are replaced or credited by NBD Biblion free of charge, provided that the publisher or producer is still active in the market and prepared to replace or credit the item concerned.

## **Article 8 Returns**

1. Products delivered by NBD Biblion on the basis of an erroneous order of the Customer can only be returned, provided that it is in perfect state, postage paid, with the prior consent of NBD Biblion.
2. In all other cases, such as products that appear to be damaged upon delivery, return is only possible after consultation with NBD Biblion.
3. All returns shall be accompanied by a fully completed return form.
4. Returns that are fully or partially accepted by NBD Biblion as referred to in paragraph 1 of this article, are credited after deduction of administrative costs.

## **Article 9 Force Majeure**

1. If NBD Biblion is prevented from executing an order by force majeure, it has the right to suspend the delivery, as also referred to in article 16 paragraph 2 of the General Terms and Conditions, until the force majeure has ceased to exist, or to cancel the order in whole or in part, without becoming liable for any compensation.